

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

-oOo-

In Re:) Case No. 19-30088
) Chapter 11
PG&E CORPORATION AND PACIFIC)
GAS AND ELECTRIC COMPANY,) San Francisco, California
) Tuesday, September 13, 2022
Debtors.) 10:00 AM
)
REORGANIZED DEBTORS' SEVENTY-
NINTH OMNIBUS OBJECTION TO
CLAIMS (BOOKS AND RECORDS
CLAIMS) FILED BY PG&E
CORPORATION [10673]

MOTION OF WILLIAM B. ABRAMS
PURSUANT TO FEDERAL RULE OF
BANKRUPTCY FOR 2004
EXAMINATION FOR ENTRY OF AN
ORDER AUTHORIZING DISCOVERY
AND HEARINGS REGARDING THE
ACTS AND CONDUCT OF JAMS
NEUTRALS GIVEN NEW EVIDENCE.
FILED BY WILLIAM ABRAMS
[12766]

TRANSCRIPT OF PROCEEDINGS
BEFORE THE HONORABLE DENNIS MONTALI
UNITED STATES BANKRUPTCY JUDGE

APPEARANCES (All present by video or telephone):
For the Reorganized THOMAS B. RUPP, ESQ.
Debtors: Keller Benvenutti Kim LLP
650 California Street
Suite 1900
San Francisco, CA 94018
(415)469-6723

For David P. Addington: RON OLINER, ESQ.
Duane Morris LLP
1 Market Spear Tower
Suite 2200
San Francisco, CA 94105
(415)957-3000

1 For Fire Victim Trust and DAVID J. MOLTON, ESQ.
Cathy Yanni, in her Brown Rudnick LLP
2 capacity as the Trustee of 7 Times Square
the Fire Victim Trust: New York, NY 10036
3 (212)209-4800

4 For Fire Claimants Majesti MATTHEW P. FRENCH, ESQ.
Mai Bagorio, etc.: Baum Hedlund Aristei & Goldman PC
5 10940 Wilshire Boulevard
Suite 1600
6 Los Angeles, CA 90024
(310)207-3233

7 Also Appearing: William B. Abrams, Movant

8

9

10

11

12

13

14

15

16

17

18 Court Recorder: LORENA PARADA/ANKEY THOMAS
United States Bankruptcy Court
19 450 Golden Gate Avenue
San Francisco, CA 94102

20

21 Transcriber: ELLEN S. KOLMAN
eScribers, LLC
22 7227 N. 16th Street
Suite #207
23 Phoenix, AZ 85020
(973)406-2250

24

25 Proceedings recorded by electronic sound recording;
transcript provided by transcription service.

PG&E Corporation and Pacific Gas and Electric Company
SAN FRANCISCO, CALIFORNIA, TUESDAY, SEPTEMBER 13, 2022,

10:00 AM

-oOo-

(Call to order of the Court.)

THE CLERK: Court is now in session. The Honorable
Dennis Montali presiding.

Calling the matter of PG&E Corporation. And I will
bring in counsel now, Your Honor.

THE COURT: Morning, Mr. Oliner. Nice to see you.
Can you state your appearance, please?

MR. OLINER: Good morning, Your Honor. Ron Oliner,
Dwayne Morris, counsel to Mr. Addington.

THE COURT: Mr. Rupp?

MR. RUPP: Good morning, Your Honor. Thomas Rupp of
Keller, Benvenutti Kim on behalf of the reorganized debtors.

THE COURT: So Mr. Rupp, I got fooled into letting you
file something at the last minute, but I did read what you
filed last evening.

Mr. Oliner, what's your response there? What's your
pleasure that -- what we do next?

MR. OLINER: Well, I'm not -- I don't have a lot of
pleasure after receiving after hours eighteen pages. What I
would like to do is to push things out. And let me explain
why, I guess compelled or wouldn't agree to just kicking this
entire hearing out after I received late, I guess just before

PG&E Corporation and Pacific Gas and Electric Company

1 Labor Day, a request to push out the dates on your calendar. I
2 may go a little long here so you can just give me the hook if
3 you need to, Your Honor.

4 I got retained in June and contacted Mr. Rupp in early
5 June, long before the new deadline to file the amended claim
6 was filed and tried to see if we could resolve it in a
7 mediation. I also requested that the debtor turn over their
8 files on the Addington property in Piedmont because of their
9 position that in order to fix the property, we needed to
10 proceed by a PG&E-approved engineering plan.

11 Mr. Rupp has been polite and professional throughout,
12 but came back to me after I requested it again to say that PG&E
13 wouldn't give us their files on our property until we had a
14 contested matter.

15 So I dutifully -- we dutifully filed an amended claim
16 on time, a little early, and sent it to Mr. Rupp who
17 acknowledged receiving it, and then tried to get this thing
18 back into a mediation, because this needs to be solved and it
19 doesn't need to be litigated.

20 After that, some exchanges, although I couldn't get
21 much information, Mr. Rupp's -- the debtors' position was they
22 still wouldn't give us our files until we had a contested
23 matter. And we don't have a contested matter until they file
24 an objection.

25 And then, as I say, late a week or so ago, I think it

PG&E Corporation and Pacific Gas and Electric Company

1 was on September 1st, two weeks ago, I got an urgent request to
2 kick out this thing. And so I said, all right. As a
3 professional courtesy, file your objection later if you need
4 to, but I wanted this date on as a holding date. And now I
5 read, and I got it after hours as Your Honor did. I know
6 you're an avid reader of everything that's filed, and I did my
7 best to read it this morning, a filing, which is really in the
8 nature of let's go, let's go. You now -- having shifted the
9 burden, it's now incumbent on you, Mr. Addington, to further
10 explain, et cetera, et cetera.

11 I invoked the rules in any contested matter. And now,
12 since PG&E will not cooperate or give us access to their files
13 on our property, the Rules 9014, the rules to treat this as a
14 contested matter, and if I can't get Mr. Rupp's client to give
15 us their files, I need to engage in discovery.

16 It's sad that we're here, but they won't mediate.
17 They won't give us their files. And now I see a pleading which
18 says we're going to jam you up and you Mr. Oliner, and get to
19 file some supplemental thing in two more weeks time. I'm out
20 of town in the next two weeks, so that doesn't work for me.
21 But that's where we are.

22 I would like this in summation to be put out. I need
23 to engage in discovery because I don't think Mr. Rupp's client
24 is going to cooperate with us in any way, shape, or form. I'm
25 not prepared to set a date to try this. I've tried innumerable

PG&E Corporation and Pacific Gas and Electric Company
1 claim objections, but this is nowhere near that because of
2 where we are and the way PG&E has treated us. Thank you, Your
3 Honor.

4 THE COURT: Mr. Rupp, what's your pleasure?

5 MR. RUPP: Thank you, Your Honor.

6 I just, again, want to back up from the perspective of
7 the debtors. This goes back to the hearing on May 10th, where
8 Your Honor allowed Mr. Addington to file an amended claim. And
9 at the hearing when prompted, Mr. Addington estimated his claim
10 to be about 100,000 dollars. And again, we don't have to hold
11 him to it. Your Honor certainly said you would not be holding
12 him to it, but the claim we received was an order of magnitude
13 larger and none of it had to do, really, with -- seemed to have
14 to do with fixing Mr. Addington's property.

15 So from PG&E's perspective and from the perspective, I
16 would say, of anyone trying to settle this, which I am also of
17 that persuasion, I would also like to see this settled, it just
18 seems like we've been moving backwards on this. And the proof
19 of claim that we have just doesn't give us a whole lot, and it
20 doesn't give us a whole lot from what Mr. Addington had tried
21 to present back in the spring.

22 And it's not that we're philosophically opposed to --
23 against discovery or in favor of jamming anybody, it's just
24 that we want to be on a level playing field here where we know
25 where Mr. Addington wants to prove and what the theory is about

PG&E Corporation and Pacific Gas and Electric Company

1 liability so that we can prepare for discovery, we can
2 determine what, or discuss with Mr. Oliner what the scope of
3 discovery is reasonable and, if possible, take our own
4 discovery from Mr. Addington.

5 And I do want to --

6 THE COURT: And that's all fine, but why not share the
7 file then? I mean, Mr. Addington was a tenacious advocate, but
8 Mr. Oliner's presence as an experienced practitioner seems to
9 me a good result from your point of view, and not to take it --
10 not to criticize Mr. Addington, I don't criticize him. But
11 here we have an experienced lawyer on the other side who says,
12 I'd like to see the file. What's wrong with that?

13 MR. RUPP: Well, Your Honor, I -- the file is --

14 THE COURT: I've made a ruling that there was no
15 termination of the easement, and I've made a ruling that there
16 was a settlement in whatever year it was in a certain amount,
17 and after Mr. Addington was paid a certain amount so. Mr.
18 Oliner can't dig himself out of those two positions unless
19 there's some revisiting.

20 So whether he has a right to assert a claim for
21 100,000 or 900,000, if he has a right to assert a claim, it
22 seems to me that you start with show me your file. And if
23 there's something in the file that might have been different if
24 there hadn't been these prior rulings, then so be it. But you
25 won those rounds, right? And no one's going back, no one's

PG&E Corporation and Pacific Gas and Electric Company

1 asking me to set aside the ruling that I made. So I guess I'm
2 having trouble understanding why it's constructive to say we're
3 happy to mediate, but we won't show our file to the other side.
4 So you got to get me past that one first.

5 MR. RUPP: Your Honor, I guess the way I can get past
6 that is just saying that we're entitled to a little bit more as
7 far as what the theory of liability is here.

8 THE COURT: Well, but you made a comment in your paper
9 that, I guess, technically I agree with that Rule 12(b) doesn't
10 apply. But Rule 56 applies, and you could file a motion for
11 summary judgment.

12 If you believe that the amended proof of claim doesn't
13 state a claim, file a summary judgment. Summary judgment is
14 proper on a claim objection. And if you did that and you said
15 there's no liability, blah, blah, blah, Mr. Oliner would say
16 well, I got to get some more facts, give me your file. So
17 you'd show him your file. And then he would, perhaps, oppose
18 the motion for summary judgment, and maybe he'd lose or maybe
19 he'd win. But the point is the issue would be framed.

20 So you say that we shouldn't give him the file because
21 we want something in return, what do you want in return?

22 MR. RUPP: I guess, Your Honor, we're -- what we're
23 looking for is the theory of liability here and the specific
24 facts.

25 THE COURT: But Mr. Rupp, if there's no theory

PG&E Corporation and Pacific Gas and Electric Company articulated, make a motion for judgment. In other words, if 12(b)(6) isn't available, which is what you would do in a traditional adversary proceeding, you'd say there's no state of claim -- doesn't state a claim under 12(b)(6). And of course, as you know, and most lawyers know, half the 12(b)(6) motions end up being treated like summary judgment motions anyway because people bring in facts.

So one of the facts you would bring in is Mr. Addington settled this case back in 20-whatever-it-was, and got paid 50,000 bucks. So therefore, he can't complain about what happened in the past.

So all -- and all we're doing now is trying to see has he made a case for any additional damages after that settlement, which was what the underpinning of my ruling was. And if he -- your argument is he hasn't proven it, then you're going to get a summary judgment.

Anyway -- well, okay. So Mr. Rupp, I won't pin you down any further. Procedurally, what do you want me to do today, because Mr. Oliner wants more time. And I -- this case has taken quite a while, but what would you like me to do?

MR. RUPP: Your Honor, again, we -- we're happy to give more time. We're happy to put this out. We don't -- setting a trial today or any fixed discovery deadlines is, I would say, premature, and I think Mr. Olinger would agree. But --

PG&E Corporation and Pacific Gas and Electric Company

1 THE COURT: Well, there wasn't -- there was a prior
2 mediation that was unsuccessful. Are you willing to try again?
3 As you know, your firm coordinates a whole panel of other
4 counsel and people available to mediate. If the parties get
5 together and pick someone from that panel and try to resolve
6 it, fine. That would seem to be constructive.

7 One of the things that I would wonder is the mediator
8 might say, well, what are the damage claims? But anyway, do
9 you want to explore that?

10 MR. RUPP: Your Honor?

11 THE COURT: Are you prepared to commit and go to that
12 level on the mediation?

13 MR. RUPP: I'm sorry, Your Honor. I didn't quite
14 catch that. What -- what level on the mediation?

15 THE COURT: No, I said I -- are you -- is the company
16 willing to do for this case what it's done for many others?
17 Again, you've been on the principal lawyer role in many that
18 have gone to mediation. I can think of over the past couple of
19 years, all the ones that have gone to third-party mediators.

20 And Mr. Oliner, I don't know if you're aware of this,
21 but the company has paid for a mediators from --

22 MR. OLINER: I am.

23 THE COURT: -- that it maintains, this is not related
24 to the fire claims, and it's -- but it's ad hoc and it -- some
25 have been successful and some have not.

PG&E Corporation and Pacific Gas and Electric Company

1 And Mr. Rupp, I would assume the company would still
2 be willing to undermine that -- support that effort, right?.

3 MR. RUPP: You're -- that's right, Your Honor. I
4 mean, we've enjoyed a lot of success with mediation in other
5 claims. Right now, I'm not sure if mediation would be a good
6 route at this time based on what's been filed so far. I mean,
7 we --

8 THE COURT: Because the mediator would say why haven't
9 you given them your file?

10 MR. RUPP: Well, we filed a claim objection, Your
11 Honor. And just the way the scheduling came out, Mr. Oliner
12 did want to have this hearing today. But we do think we --
13 that Mr. Oliner should have to respond to our objection at some
14 point before we can proceed. If --

15 THE COURT: Mr. Rupp, that's not a good enough answer.
16 Because the Addington claim was tossed, because it was four
17 million dollars, because Mr. Addington believed that the
18 easement had been terminated. And I said, no, I'm sorry, Mr.
19 Addington, that it hasn't been terminated. But if you had
20 damages that didn't get dealt with because they are post-
21 settlement, prove your claim. And whether Mr. Addington could
22 have filed a claim for 5 dollars or 100,000, he filed a claim
23 for just under a million. And you believe that that claim
24 is -- can't even -- you can't even put your arms around it.
25 But that's the claim he filed.

PG&E Corporation and Pacific Gas and Electric Company

1 And so to tell him to amend the claim, that you won't
2 give them access to the file voluntarily is -- it's silly.

3 So I could just say, well, let's go to trial, put on
4 your case. And Mr. Oliner would probably ask for discovery and
5 you would have to provide.

6 So all I'm getting at is, why don't you just say
7 you'll make the file available and take up with your client
8 whether they agree again to support, perhaps, a new mediator on
9 the scene under the same procedure that has worked before, and
10 we'd take another look at it in thirty days or forty-five days?
11 Maybe there'll be progress. Maybe there won't. But I can't --
12 look, I can't tell Mr. Oliner the other side says you don't
13 have a case, but we'll have a trial, well, you have to prove
14 your case. When he says but I can't prove my case because I
15 can't get access to the files that I'm entitled to under formal
16 discovery. That's not efficient.

17 MR. OLINER: I don't -- I just want to add that we
18 previously indicated in writing our willingness, in fact, I
19 suggested it, to go to mediation. We will maintain that
20 position provided we receive PG&E's files.

21 I've conferred with my client about that. If there's
22 something there which increasingly feels like there might be
23 that's useful to us to prosecute the claim, then why -- maybe
24 that's the reticence. But just give us our stuff, because it's
25 far easier for us to see what there is and to go and mediate

PG&E Corporation and Pacific Gas and Electric Company

1 this in good faith.

2 And Mr. Addington is a lot of things. He is
3 tenacious, and he also listens to me. And so I think -- I'm
4 confident that we -- I'm sure we should take a shot at
5 resolving it before I engage in defending SJ and converting it
6 to a long, drawn-out discovery process.

7 PG&E can try to steamroll us. And they've got the
8 assets, but that's not practical or efficient.

9 THE COURT: But Mr. Oliner, I have to say --

10 MR. OLINER: So let's get this to mediation.

11 THE COURT: Mr. Oliner, I have to say this, though
12 lest I -- lest you make -- think I'm putting Mr. Rupp on the
13 defensive completely. One of the things that struck me as
14 strange is well, why does Mr. Addington need discovery? Mr.
15 Addington settled the case four years ago, and claims to have
16 suffered damages since then and he has to prove it.

17 So what will he find in PG&E's files that proves his
18 damages? Now, come on, one of his damages is his attorneys'
19 fees. You won't find that in PG&E's file. Another one is his
20 own time, won't find that in there. Another one is the loss of
21 value in his property, won't find that in there. So I'm not
22 sure what in a practical sense you're going to do if you accept
23 that there is a rule in this case that he settled -- he
24 settled four years ago.

25 MR. OLINER: I'm aware. I don't know what's in the

PG&E Corporation and Pacific Gas and Electric Company

1 file. I know this, that my client has been warned repeatedly
2 that he has no authority without their approved engineering
3 plan to fix the gradient in his backyard. I don't know what's
4 in the file and Mr. Rupp won't tell me because his client won't
5 let him tell me. So I'm not -- it's not a fishing expedition
6 so much as my trying to get my arms around what my -- what I've
7 got in PG&E's files.

8 Mr. Addington can't landscape or fix this gradient
9 without figuring out what's -- what PG&E requires. What do
10 they know?

11 And another further sideshow is a month or so ago, Mr.
12 Addington received an urgent demand for access to his property
13 by PG&E's vendors. Must absolutely happen tomorrow, which was
14 a Sunday, no alternative date. So I contacted Mr. Rupp, and
15 suddenly that urgent need for PG&E to get on the property went
16 away. I don't know what's going on. I just want to see the
17 file, turn over the file, which shouldn't have anything sexy or
18 exciting in it, at least per Mr. Rupp's implication. We will
19 go to mediation and I will drag Mr. Addington there in good
20 faith to try to solve his claim. That's the way we (audio
21 interference).

22 THE COURT: It seems to me that there's a
23 miscommunication here. Mr. Addington may want to make some
24 corrections on his property, and PG&E may have the right to
25 insist that any such corrections be consistent with its needs,

PG&E Corporation and Pacific Gas and Electric Company

1 but that has nothing to do with this proof of claim.

2 In other words, he might want to build a, you know, a
3 tower there as his choice, and maybe he can do it and maybe he
4 can't. But that has to do with the nature of the relationship
5 and the easement. It has nothing to do with his proof of claim
6 in the bankruptcy case.

7 So I think -- I find this to be a confusion between
8 what Mr. Addington may want to do versus what is the basis for
9 him to have a provable claim against PG&E for any damages that
10 he's suffered from. See the difference?

11 MR. OLINER: I do, and you may be right, and I'm not
12 going to suggest that you're wrong at the moment. But --

13 THE COURT: Well, but the point it is if there were no
14 bankruptcy, if there were no dispute here, and Mr. Addington
15 wanted to do something with his property, whether it's rebuild
16 the tennis court or put in a pool or something, whether he
17 could do it or not is -- has nothing to do with the bankruptcy.
18 It has to do with the nature of the relationship between the
19 two tenements, the dominant tenement, PG&E, and the servient
20 one, Addington here. And that's a matter of law and has
21 nothing to do with proofs of claim.

22 So I think what I'm trying to avoid here is getting
23 into a fight on a contested matter of a claim objection with
24 what Mr. Addington would like to do, even if it's at his
25 expense.

PG&E Corporation and Pacific Gas and Electric Company

1 All he's entitled to do in this bankruptcy case is to
2 prove up money damages that PG&E owes him for the situation
3 that persists after and since his settlement with them.

4 MR. OLINER: Well, I -- your points are again well
5 taken. I don't know what's in the file. It should be very --
6 this is not rocket science. Give us the file. What
7 engineering studies have you done? I'm focusing post-agreement
8 for those purposes. I just got to have the file, and I want to
9 go to mediation, and I will drag Mr. Addington there. I know
10 he's willing to do so.

11 THE COURT: You said that -- you said that before, and
12 I accept that. But that's not the point. I mean, I --

13 MR. OLINER: Well --

14 THE COURT: Listen, the mediation will be a complete
15 failure if Mr. Addington says here I am, I want ten -- a
16 million dollars, and Mr. Rupp's client says we're ready --
17 prepared to pay you 10,000 dollars. I mean, that's not going
18 to be successful, you know that. So --

19 MR. OLINER: I know that very, very well.

20 THE COURT: Mr. Rupp, it seems to me that -- again,
21 I -- maybe I'm conflating issues and maybe you don't agree with
22 the way I have -- or maybe I should say maybe you are
23 conflating them and I'm separating. But don't you agree that
24 to the extent that Mr. Addington wants to prove his damage
25 claim in this bankruptcy, he does have the right to a certain

PG&E Corporation and Pacific Gas and Electric Company

1 kind of discovery as a general matter, right?

2 MR. RUPP: Your Honor, yes. Ultimately, if we --
3 we're not expecting anyone to put a trial on without taking the
4 discovery they're entitled to.

5 Again, not to sound like a broken record, but we did
6 state in our claim objection that PG&E has provided an
7 engineering report to Mr. Addington, and it provided the report
8 from the contractor that did the work. But I think more
9 importantly is -- if there's some discovery to be done, I've
10 been to enough hearings before Your Honor and viewed enough
11 hearings before Your Honor that discovery disputes are not Your
12 Honor's pleasure, and you expect competent counsel to work
13 these issues out.

14 So you know what the -- what keeps troubling me is
15 that we keep using the phrase the file. And you know, it's --
16 but I understand that's a good enough term for right now. But,
17 perhaps, Mr. Oliner and I can meet and confer and come to some
18 kind of agreement on what exactly Mr. Addington is looking for
19 and what should be turned over.

20 MR. OLINER: I'm sure --

21 THE COURT: But if Mr. Addington wants to do something
22 with his property, is it your view that PG&E doesn't have to
23 provide him whatever it would insist upon be done no matter
24 what? Again, even if there were no bankruptcy?

25 In other words, if there were no bankruptcy and Mr.

PG&E Corporation and Pacific Gas and Electric Company

1 Addington calls up PG&E and says I want to install a swimming
2 pool on my lot, and PG&E may have a way, under the easement
3 rules, to prohibit him from, or limit his ability to do that.
4 Is that what we're talking about? Is this a question of a
5 dispute over what Mr. Addington may want to do wholly apart
6 from whether he has a proof of claim for damages?

7 MR. RUPP: You know, again, Your Honor, I think we're
8 getting a little over our -- over our skis here. I'm not
9 exactly sure what Mr. Addington wants to do to the property.
10 I'm not a civil engineer. And we don't -- I don't think we
11 have anyone on this call to know what's safe.

12 What I do know is that these towers are important to
13 PG&E and PG&E has an easement for them and that comes first,
14 that those towers need to remain upright and remain in good
15 condition and Mr. Addington's desires for his lawn comes
16 second.

17 THE COURT: No, that's true. Again, I don't think
18 there's any -- that's not the issue and that's my point,
19 though.

20 The only relevance, it seems to me, to any of this, is
21 what -- does Mr. Addington have to prove his claim? And if Mr.
22 Addington threw in the towel and withdrew his proof of claim,
23 that would be the end of this Court and your personal and maybe
24 Mr. Oliner's involvement. But the next day, if Mr. Addington
25 wanted to do something on the property, he'd have to -- he'd

PG&E Corporation and Pacific Gas and Electric Company

1 have to comply with whatever rules pertain to the servient
2 tenants' rights under the easement. So -- and that's what I'm
3 trying to make sure we don't lose focus on. And I'm asking Mr.
4 Oliner to focus on it too.

5 What Mr. Addington wants to happen on his property is
6 not the same as what Mr. Addington is entitled to as
7 compensation for a damage claim that he is asserting against
8 PG&E. At least I don't think there -- they overlap. I think
9 they are two separate issues.

10 I'll tell you what, I will just remind you again, Mr.
11 Rupp, you're correct; I hate discovery disputes. I don't know
12 of a single federal judge who loves -- likes them, but I will
13 put this over one more time, a month or so, and expect as a
14 consensual matter that there'll be an exchange of information.

15 If Mr. Oliner is frustrated and believes that he
16 should be getting more than you're willing to make available to
17 him, then I guess that will require a more formal motion,
18 because if he wants stuff that is irrelevant to the proof of
19 claim dispute, and he's not going to get it.

20 But the fact of the matter is, I don't have much
21 choice but to set in motion the claims resolution.

22 So there's a claim for just under a million dollars
23 that's a hundred percent contested. And Mr. Oliner and his
24 client have the burden of proof, and they have to be put to
25 that proof. But traditional discovery rules say they can have

PG&E Corporation and Pacific Gas and Electric Company

1 some access to the evidence before they are required to do it.

2 And PG&E in turn, can file a motion for summary
3 judgment to say on this record, there is no liability for the
4 following reasons, A, B, C. And if PG&E wins that argument,
5 they'll be done with this dispute and -- but in the meantime
6 Mr. Addington and his counsel should at least have access to
7 the information, whatever information is that's relevant to
8 resolving that dispute. And if it's more than that that he
9 wants because of his own desires to do something on the
10 property, because it is his property, no question about that,
11 then to the extent that PG&E's willing to cooperate and do so
12 provide it consensually, it may facilitate a consensual
13 resolution through a mediation process.

14 So I will assume that PG&E, if it wants to, will make
15 one of the panel mediators available at its expense the way
16 it's done otherwise. And Mr. Addington and his counsel can
17 take advantage of that process. But alternatively, if
18 there's --- if the discovery or the informal discovery becomes
19 unworkable, then I think the burden will be on Mr. Oliner to
20 initiate some formal discovery.

21 And I'll just put this over -- Mr. Oliner, you say
22 you're going to be away for two weeks?

23 MR. OLINER: I'm going to be in New York, and Eugene,
24 Oregon for a football game in the next two weeks.

25 THE COURT: You might consider going to South Bend,

PG&E Corporation and Pacific Gas and Electric Company

1 Indiana and watch Notre Dame beat Cal next Saturday. In the
2 meantime --

3 MR. OLINER: Does Notre Dame --

4 MR. RUPP: Your Honor --

5 MR. OLINER: -- have a football team?

6 THE COURT: Huh? What, Mr. Rupp?

7 MR. RUPP: Your Honor, you've been hard enough on me
8 already today. I think that was undeserved.

9 THE COURT: I get it.

10 MR. OLINER: Your Honor, the -- that's terrific. I
11 think your comments are guiding us. Mr. Rupp and I have a good
12 rapport. I'm a little mad at his client, but that's just how I
13 am.

14 I will proceed in good faith in the effort to get what
15 we've called the file, and Mr. Rupp correctly calls it his
16 stuff that's relevant to the claim and try to resolve it that
17 way.

18 I don't intend to proceed with formal discovery before
19 this to-be-set-next hearing. But if we can't get what we need
20 and we're still fighting about basics there, that's what I'm
21 going to be talking about at the next hearing.

22 THE COURT: Yeah, but the point is, if you're going to
23 be out of town for a good part of two weeks, then I want you to
24 be productively back on duty here to deal with these matters --

25 MR. OLINER: Yes.

PG&E Corporation and Pacific Gas and Electric Company

1 THE COURT: -- and so I don't want to have a hearing
2 two days after your schedule lets you back.

3 So Ms. Parada, what are our -- what's our PG&E date
4 out about a month? Mr. Rupp probably knows the dates, but I
5 don't know.

6 MR. RUPP: I believe it's the 11th, Your Honor.

7 THE CLERK: Yes. That's the only date available in
8 October.

9 THE COURT: What's the next one after that?

10 THE CLERK: That would be sometime in November.
11 November 2nd, 15th, and 30th.

12 THE COURT: Mr. Oliner, November --

13 MR. OLINER: November 2 is fine, Your Honor. I'm
14 already in court on the 11th in another case. So November 2
15 would be terrific. And that's plenty of time for Mr. Rupp and
16 I to try to get -- be on the same page.

17 THE COURT: Okay. But gentlemen, on November 2nd, if
18 there hasn't been a resolution or either a resolution as to the
19 procedure, like scheduling a mediation or scheduling some
20 discovery, I'm going to set a schedule for either trial on the
21 contested claim or any motion that Mr. Rupp or either side
22 wants to make that might be dispositive.

23 And we won't call it a 12(b)(6) motion, because it
24 isn't. It could be a summary judgment motion. But I'll wish
25 you good luck in trying to make some progress.

PG&E Corporation and Pacific Gas and Electric Company

1 So I'm continuing the Addington claim objection to
2 November 2nd at 10 o'clock and I'm not going to fix any
3 deadlines. I'll assume that you'll file some sort of a joint
4 status conference before that, but I'm not going to fix
5 anything that's required. Okay?

6 MR. RUPP: We will.

7 MR. OLINER: Thank you very much for your time today,
8 Your Honor.

9 MR. RUPP: Thank you, Your Honor.

10 THE COURT: Thank you, Mr. Oliner.

11 MR. RUPP: Before we quit, I did want to repay the
12 compliment from Mr. Oliner earlier and thank him for agreeing
13 to the extension and for his professionalism.

14 THE COURT: Yeah. Okay, great. And are you staying
15 on for the next matter, Mr. Rupp, or is that someone else?

16 MR. RUPP: I will retire to the gallery, Your Honor,
17 but --

18 THE COURT: Okay.

19 MR. RUPP: -- some of my co-counsel may be listening
20 in as well and may wish to be heard.

21 THE COURT: Okay. Thank you very much.

22 MR. RUPP: Thank you.

23 THE COURT: We'll proceed with Mr. Abrams' matter.

24 All right. Good morning, Mr. Abrams. Please state
25 your appearance, please.

PG&E Corporation and Pacific Gas and Electric Company

1 MR. ABRAMS: Good morning, Your Honor. Will Abrams.

2 THE COURT: Ms. Parada, who is appearing for the Fire
3 Trustee today?

4 THE CLERK: Mr. Molton is joining now, Your Honor. He
5 raised a hand.

6 THE COURT: Okay. Is Mr. -- Ms. Parada, is there
7 anyone else who has asked to be heard on this matter today?

8 THE CLERK: Mr. Matthew French has raised a hand.
9 Would you like me to bring him in, Your Honor?

10 THE COURT: I'm sorry. What's the person's name?

11 THE CLERK: Matthew French.

12 THE COURT: Yes. Okay.

13 All right. Mr. Molton, would you state your
14 appearance, please? Mr. Molton, are you there? I can't hear
15 you. Nope, still can't hear you.

16 Mr. French, do you wish to be heard?

17 MR. FRENCH: Sure, Your Honor. Matthew French for
18 creditors Majesti Mai Bagorio, et al. I joined Mr. Abrams'
19 motion.

20 THE COURT: Oh, okay. Thank you, Mr. French.

21 Mr. Molton, until I can hear you, I can't do much.

22 Ms. Parada, you can't hear him, can you?

23 THE CLERK: I cannot, Your Honor.

24 THE COURT: Mr. Molton, I -- you got a -- you've got
25 some sort of a muting thing on your microphone. You want to

PG&E Corporation and Pacific Gas and Electric Company

1 log out and come back in again? All right. Go ahead and do
2 that. We'll just wait.

3 (Pause.)

4 MR. MOLTON: Can you hear me now, Your Honor?

5 THE COURT: There you go. Good morning, Mr. Molton.

6 MR. MOLTON: I'm so sorry, Judge. I had to get off of
7 another machine and onto my Apple. So I don't want to give
8 them a another thumbs up, but they always seem to work.

9 THE COURT: Okay. Just state your appearance for the
10 record.

11 MR. MOLTON: Your Honor, David Molton, Brown Rudnick
12 LLP, for the Fire Victim Trust and the Fire Victim Trustee
13 Cathy Yanni, in that capacity.

14 THE COURT: So when Mr. Abrams filed this motion, his
15 prior motion that was directed more specifically to Justice
16 Trotter and the Fire Trust, I set a preliminary hearing and
17 didn't ask for a response from you. When I looked at this
18 motion, which we'll call his JAMS motion, for lack of a better
19 term, it was much broader in scope, and I frankly wasn't quite
20 clear whether and who would be respondents on the motion. So
21 I, simply adopted the same procedure to kind of let's find out
22 if people want to be heard on this.

23 Well, I did expect the Fire Trustee as their counsel
24 now has appeared, and I -- and to some extent, that's what I
25 wanted too. And now I've come to realize that it's not even

PG&E Corporation and Pacific Gas and Electric Company

1 clear who might be respondents on this motion.

2 And I don't want to turn this into a debate with Mr.
3 Abrams, and I want to say that one of the things that I need to
4 do is to figure out who are the likely respondents on this
5 motion and what did they want to say.

6 So Mr. Molton, what I'd like to ask you if you have
7 any indication or clue other than your client, Ms. Yanni -- and
8 I don't know whether you're going to be acting on behalf of
9 Justice Trotter also -- but are you aware of people or parties
10 other than you and your client who are going to want to be
11 opposing this or heard on this motion?

12 MR. MOLTON: Judge, I had some remarks, and I was
13 going to go into that very point because, as Your Honor knows
14 from reading Mr. Abrams' motion, most of it is directed to
15 matters that preceded the Trust or other cases that have
16 nothing to do with the Trust.

17 He mentions a lot of names in there, Your Honor,
18 including in addition to former trustee and former Justice
19 Trotter and Cathy Yanni, our present trustee, he mentions Mr.
20 Skikos, a member of the TOC. He mentions Judge Newsome, who is
21 a court-appointed mediator in this case. Jay Gandhi, another
22 mediator in this case. Both of their mediations that Mr.
23 Abrams referred to, of course, concern issues that preceded the
24 Trust.

25 He mentions a number of people that I don't know of,

PG&E Corporation and Pacific Gas and Electric Company

1 but arguably, according to Mr. Abrams, are JAMS panelists:
2 retired Judge Carvill, retired Judge Gallagher, Ms. Gillette,
3 retired Judge Kawaichi, Judge Pichon, Viggo Boserup who is the
4 appeals officer for -- in our appeals regime under our claims
5 procedure, and JAMS in full.

6 And one of the things, Your Honor, I was going to ask
7 is it's our feeling, Your Honor, that based on the fact that we
8 don't believe there's any good cause to proceed for various
9 reasons, including the fact that all we have are allegations
10 and innuendo based on newspaper articles and whatnot, and I can
11 go into some remarks on that as well. But at the very least,
12 Your Honor, notice and opportunity to be heard should be given
13 to anyone impacted by Mr. Abrams' request for discovery.

14 Mr. Abrams, as Your Honor would know in his papers,
15 even defines this request as a very broad request. And if Your
16 Honor looks at his proposed discovery, which includes lots of
17 interrogatories and document requests that go well beyond the
18 people I represent or the entities I represent, I think it only
19 fair, Your Honor, that this Court give those folks notice and
20 opportunity.

21 I do note, Your Honor, that in doing what you did,
22 which is exactly what you did the prior time, you asked for us
23 to come forward, meaning the Trust, and be prepared to indicate
24 how and when it, us, the Trust intends to respond or otherwise
25 deal with the motion. And for folks who may be mentioned in

PG&E Corporation and Pacific Gas and Electric Company

1 Mr. Abrams' pleadings, we're reading Your Honor's directive, I
2 don't think that gave them clear indication that they were
3 expected either to be here today or to have anything on the
4 record. Indeed, Your Honor in Your Honor's order, asks us not
5 to file anything, which we didn't.

6 So my view, Judge, is that at the very least, clearly
7 that those folk who are mentioned or impacted by Mr. Abrams'
8 requests be given an opportunity to come in.

9 I don't know, Judge, and I can't tell you right now
10 whether they will or won't, but certainly they weren't expected
11 to, based on the pleadings to date, and they should be given
12 that opportunity. So I hope that answers your question.

13 THE COURT: Well, no, it does. Can you clarify
14 whether you speak today for Justice Trotter also or --

15 MR. MOLTON: No, Judge. I -- one of the things that I
16 wanted to say in my opening remark is I'm here for the Fire
17 Victim Trustee, Cathy Yanni in her capacity as such, as well as
18 for the Fire Victim Trust.

19 THE COURT: Right.

20 MR. MOLTON: The allegations that have been made
21 against Justice Trotter, which were derived, I understand, from
22 a Los Angeles Times article, concern events and issues that
23 precede the Trust. So at the present time, I am not here for
24 him with respect to those issues.

25 THE COURT: Okay. But I'm not surprised at your

PG&E Corporation and Pacific Gas and Electric Company

1 response, but at least that focuses the question at the minimum
2 Justice Trotter, personally, or in his former capacity, may be
3 considered a respondent, and he hasn't been noticed. And Ms.
4 Yanni, of course, in her capacity as the current trustee and
5 her counsel on that trust are. And it seems to me that all the
6 other people that you've identified -- and I believe there's at
7 least one other person you didn't mention who was a former
8 judge who was actually appointed, I believe that's Judge
9 James --

10 MR. MOLTON: Yes, I forgot Judge James.

11 THE COURT: -- I actually issued an order during the
12 case to authorize her role, as I did with Judge Newsom. But
13 whether either of those or any other person should even be a
14 respondent is one of the uncertainties in my mind about this
15 motion. And I, as I say, I didn't insist that they be
16 respond -- served or response, and I didn't know whether they
17 would respond or not. And my instincts told me maybe someone
18 would be responding by saying, I oppose this.

19 When I saw Mr. French's name, I didn't recognize his
20 name, and I thought, well, there is at least one lawyer who
21 might be here for one of the respondents. Obviously, Mr.
22 French, who stated his appearance, is not in that camp. He's
23 in the roll call in the Abrams' camp, I'm sure. And Mr.
24 French, I'll give you a chance to speak in a moment.

25 I'm just saying that unlike the original, what I'll

PG&E Corporation and Pacific Gas and Electric Company

1 call the original Abrams' discovery motion, where there was a
2 very clear focus on who the respondent would be, I nevertheless
3 saw fit to depart from the normal process in Rule 2004.

4 I mean, 2004 is, to the extent that they -- that rule
5 is available and we don't have to go there again, I've made a
6 decision previously about that. And there's a whole -- there's
7 a whole body of practice in our court in this district on how
8 2004 requests are processed. But there's never been a case of
9 this nature where Mr. Abrams in his role as -- whatever his
10 role is, is bringing something that is broader than in my
11 experience, has ever been dealt with before.

12 So -- but Mr. Molton, before I conclude my comments to
13 you, I still believe it's appropriate for you to file a formal
14 response, and I want to move this more quickly than I, perhaps,
15 did in the other time -- the other motion. So make me a
16 proposal. I assume you can respond within a reasonably short
17 period of time.

18 MR. MOLTON: Judge, I was ready for that, Your Honor,
19 and I've got a date to suggest. And that date, Your Honor, is
20 October 3rd. And that's a date also, as Your Honor may recall,
21 that is the disclosure date of the director and officer --

22 THE COURT: Right.

23 MR. MOLTON: -- settlement agreement that was the
24 subject of the joint motion by PG&E and the Fire Victim Trust.

25 THE COURT: Well, yes. And you did say that's coming.

PG&E Corporation and Pacific Gas and Electric Company

1 And so that's still on track. And just as an aside, is that
2 going to be noticed out, or is it going to be on a scream or
3 die? What will be the mechanism to bring that before the
4 Court?

5 MR. MOLTON: Judge, I'm going to have to look at Your
6 Honor's order today for that application. I think we -- I
7 think that the -- that is the date by which the settlement will
8 be disclosed. And I think PG&E -- and I don't know if they're
9 in the room or listening, but I think that they need to be
10 moving the Court with respect to certain aspects of that
11 settlement agreement or issues related to. And --

12 THE COURT: And I'm assuming --

13 MR. MOLTON: Yes.

14 THE COURT: -- yes, Mr. Molton, I'm assuming that that
15 it's a complex settlement that involves the district court
16 litigation, the state court litigation by the trustee, the
17 class plaintiffs, the debtor, the Fire Trustee, and lots of
18 other folks. And I don't -- and Mr. Abrams or any other party
19 in the case, whether a fire claimant or a nonfire claimant,
20 might want to be heard. I don't think that the approval and
21 the consummation of that settlement should be at all involved
22 with the current discovery requests that are done here. And
23 just a coincidence that you're proposing a date that coincides
24 with --

25 MR. MOLTON: Yes.

PG&E Corporation and Pacific Gas and Electric Company

1 THE COURT: -- that date. But beyond that's the
2 only --

3 MR. MOLTON: There's no interconnection. And I'm not
4 asking you to make any, Your Honor.

5 THE COURT: Okay.

6 MR. MOLTON: We're just using that as a useful date
7 for getting a response in here, allowing, as I suggested, after
8 proper notice, other interested parties should they want to, to
9 file a response as well as on a very -- on a separate matter,
10 wholly independent of this, there will be other activity as
11 well.

12 THE COURT: Mr. Abrams, I'm inclined to give the Fire
13 Trustee, Mr. Molton, for his client, the Trust and the current
14 trustee, a date of October 3rd to respond. And as to all these
15 other people, from Justice Trotter to JAMS as an institution,
16 to the individuals, there's nothing procedurally on the line.

17 You haven't even demonstrated any kind of formal
18 notice to those parties. And I'm not inclined to do anything
19 except decide on your motion and the trustee's response what to
20 do next.

21 Now, what to do next might be a reply from you. It
22 might be a hearing. It might be an order to give notice to
23 others. I simply want to see what happens on October 3rd, and
24 that's what I'm inclined to do, and I'll give you a chance to
25 respond. But my inclination is to let Mr. Molton have a

PG&E Corporation and Pacific Gas and Electric Company

1 response date. Whether it should have been a little later or a
2 little earlier, it's not a big deal, it's not very long from
3 now, and take the matter under advisement and decide what to do
4 then. So go ahead and respond if you wish to.

5 MR. ABRAMS: Thank you, Your Honor.

6 Certainly, I agree with what Your Honor stated and
7 what Mr. Molton reiterated that getting this done sooner rather
8 than later is very important, certainly very important to
9 victims. And I just wanted to make sure that the Court
10 understood that I did follow as best as I could, the procedures
11 and noticed everyone on the service list who was --

12 THE COURT: Did you serve any of them? Did you serve
13 any of them by original service?

14 MR. ABRAMS: I served all of them via email.

15 THE COURT: I asked you if you served any of them by
16 original service. I guess the answer is no.

17 MR. ABRAMS: The answer is no, Your Honor, and I --
18 and look, Your Honor knows that I am not a practicing attorney,
19 and I'm following the procedures as best I can. If the Court
20 is correcting me, I stand corrected and I will certainly
21 provide written notice via certified mail to whomever I should
22 be providing that to.

23 I think it is a correct point that because of the
24 pattern associated with JAMS and Justice Trotter that's been
25 demonstrated, of course the parties who are associated with

PG&E Corporation and Pacific Gas and Electric Company
1 that are broader than they might have been. But that is not a
2 function of me putting forward a motion. That's a function of
3 the pattern that's been demonstrated that is before the Court.

4 THE COURT: Mr. Abrams?

5 MR. ABRAMS: For me as a messenger --

6 THE COURT: Mr. Abrams? Mr. Abrams, excuse me. What
7 you call a pattern that has been demonstrated, I call a
8 newspaper report with no foundation. So you may assume that
9 all those other judges, and that JAMS itself as an entity and
10 Justice Trotter and Ms. Yanni have all done bad things, but I
11 make no determination and no pattern has been established
12 except your reporting of what the LA Times reported about a
13 major catastrophe and scandal in another unrelated bankruptcy.

14 MR. ABRAMS: Understood, Your Honor. And look --

15 THE COURT: It's that simple.

16 MR. ABRAMS: And look, Your Honor, and I made it very
17 clear in my motion that I am not accusing anyone of a crime.
18 But the basis here, as I read it, is good cause. And I'm
19 certainly not reliant upon any outside reporting. I'm
20 demonstrating a pattern that says, yes, there's good cause.

21 Your Honor, if this was -- in a lot of ways, the way
22 that I see the role of the trustee is for providing security
23 for the Trust, making sure that the Trust has integrity.

24 And so if there was an example of a bank that -- that
25 somebody had security over that bank, and it turned out that

PG&E Corporation and Pacific Gas and Electric Company

1 some other parties were taking money from that bank, and then
2 there was a pattern of money being taken out of banks, and then
3 we're in charge of -- and then is in charge of a new bank for
4 13.5 billion dollars, and all the money isn't there, there
5 would, of course, be good cause for asking questions about are
6 they taking prudent steps for security of that bank?

7 And so similarly, I certainly feel that there is good
8 cause in this case to be asking is the current and past trustee
9 and JAMS in general providing security for the Trust, or have
10 they been operating in ways that are not in good faith? And I
11 think that that's just good cause.

12 I'm not -- again, I am not accusing anyone of a crime.
13 I'm not reliant on the press. I am providing information to
14 the Court that wasn't before the Court before to demonstrate
15 good cause for reasonable discovery.

16 THE COURT: Okay. Thank you.

17 Mr. French, do you wish to be heard?

18 MR. FRENCH: Morning, Your Honor.

19 Fundamentally, I agree with Mr. Abrams as to good
20 cause. I think that this reported pattern of behavior is
21 sufficient.

22 THE COURT: But what you see as a pattern of behavior?

23 MR. FRENCH: Well --

24 THE COURT: Let's assume the Girardi case is a major
25 disaster for lots of people in the Girardi world.

PG&E Corporation and Pacific Gas and Electric Company

1 MR. FRENCH: Certainly.

2 THE COURT: So where is there a pattern beyond that?

3 MR. FRENCH: Well, the article does not implicate
4 Justice Trotter to be clear and neither am I. But it does
5 indicate that he was trustee of two different bankruptcy trusts
6 from which Mr. Girardi misappropriated funds. And to my mind
7 that is sufficient good cause to just make sure that we don't
8 have any of the same issues here.

9 THE COURT: Okay.

10 MR. FRENCH: I agree with Your Honor that the breadth
11 of the motion is perhaps not as narrow as is necessary to
12 answer that question. To my mind, though, in terms of notice,
13 which I agree there's a problem with notice, is that the first
14 step would be the Trust sort of making an accounting for who
15 has a contractual relationship with the Trust that's related to
16 JAMS or what contracts exist between the Trust and JAMS, and
17 that that would be a starting point, in which case the notice
18 could be issued and we could sort of set the parameters for,
19 perhaps, different categories of people as to what would be
20 discoverable or not.

21 THE COURT: Well, I can ask Mr. Molton if there is any
22 contract between the Trust and JAMS, and he probably could
23 answer that in one syllable, yes or no, probably. And I'm not
24 going to ask him that now unless he wants to volunteer it. But
25 I mean, the pattern, what if he says no, first of all, and

PG&E Corporation and Pacific Gas and Electric Company

1 let's assume that Mr. Molton isn't going to make it up, isn't
2 that the end of the inquiry? I mean, what's the next step if
3 on a final formal basis I ask Mr. Molton does the Trust have a
4 contract with JAMS and he says no. Then what? What's the next
5 question?

6 MR. FRENCH: Disclosure of prior relationships among
7 Trust employees with JAMS.

8 THE COURT: I mean, like what, for example? Somebody
9 that's a data processor who used to work as a clerk at JAMS? I
10 mean, if you want me to know if there's any member of the --
11 well, first of all, there is only one trustee. The fact that
12 Ms. Yanni may have done work through JAMS sometime in the past,
13 I don't know what the relationship of any JAMS entity is. I'm
14 assuming, but I don't know this personally, that they're
15 independent contractors. I mean, it's my experience with real
16 estate brokers and, perhaps, I think mediators elsewhere, I
17 believe generally they are independent contractors.

18 So if I'm an independent contractor, or if you, Mr.
19 French, are -- if you go do a gig through JAMS and you're an
20 independent contractor, does that mean, therefore, JAMS is
21 implicated in any mischief that you might be involved with?
22 Again, I'm going to assume the answer is, of course, it
23 doesn't. The question is what to do about it in the context of
24 a 2004 exam.

25 I'll accept Mr. Abrams' goal here is to -- and you're

PG&E Corporation and Pacific Gas and Electric Company

1 sharing this notion of good cause. I'm still going to do it in
2 little steps.

3 Mr. Abrams, I'm not directing, in fact, I do not
4 expect you to go out and serve a bunch of entities or former
5 judges or retired judges or anyone else with something in the
6 next couple weeks. I'm going to let Mr. Molton file a response
7 by the date he said, and then I'm going to decide what to do.
8 And I may decide that, perhaps, Justice Trotter should be
9 expected to respond as the former trustee. But that doesn't
10 mean that I'm going to say, therefore, JAMS as an entity --
11 again, what does it mean to say JAMS as a corporate entity if
12 some other person or retired judge or a lawyer has had a
13 relationship with JAMS? Does that implicate JAMS or not?

14 This is Mr. Abrams trying to protect his interest as a
15 claimant in this bankruptcy case. It is not the chief justice
16 of the California Supreme Court deciding that the legislature
17 ought to fix the world of private judging. It is deciding
18 whether the interests of the Fire Victims Trust, which is the
19 goal of this proceeding, are in any kind of jeopardy or need to
20 be dug into more thoroughly than has happened so far.

21 And I'm not prepared at this point to make a decision
22 on it, but I'm just raising the question is that -- well, let
23 me say this.

24 Mr. Molton, I believe it would be appropriate when you
25 file your response to at least answer that question through Ms.

PG&E Corporation and Pacific Gas and Electric Company

1 Yanni, and I do think it's appropriate for you at least to, in
2 your written response, to indicate -- well, I'm going to
3 assume -- I assume that your response will not be on behalf of
4 Justice Trotter personally or as a former trustee, and that
5 until he's directed to respond -- and I won't expect him to --
6 but the fact is, I might give you a heads-up. I might be
7 inclined to ask Justice Trotter or direct Justice Trotter to
8 respond that I think it is only Justice Trotter because he is
9 the only prior trustee in this trust. We have a prior trustee
10 and an existing trustee, and the existing trustee is
11 represented in her capacity as trustee through counsel.

12 And I would say, Mr. Molton, if Justice Trotter or any
13 counsel for him were inclined to file a response by the same
14 deadline, that might be constructive, but I'm not going to
15 order it at this point. I'll just leave it as an open
16 question.

17 So I'm going to expect a response by the Fire Victim
18 Trustee through Mr. Molton by October 3rd, and the matter is
19 going to stand submitted at that point. If I want further
20 briefing from Mr. Abrams or from anyone else, I will so advise
21 the parties after I've considered the response.

22 Any questions, Mr. Abrams?

23 MR. ABRAMS: Yes, Your Honor. I did have one
24 question.

25 I had three other points of order that I was hoping to

PG&E Corporation and Pacific Gas and Electric Company

1 bring before the Court. The first just a clarification, Your
2 Honor. What is clear is that these representatives of JAMS are
3 also shareholders.

4 THE COURT: No, it's not clear. That's not clear to
5 me. If it's clear to you, provide some competent evidence that
6 it's true.

7 MR. ABRAMS: So the competent evidence is that from
8 Justice Trotter's own mouth, he said he's still a shareholder
9 in JAMS.

10 THE COURT: Okay. That's one person.

11 MR. ABRAMS: But again, it's --

12 THE COURT: Mr. Abrams, that's one person. You
13 haven't named anyone else who's a shareholder.

14 MR. ABRAMS: Absolutely. Which is why I think it's
15 good cause and certainly appropriate to ask if Justice Trotter
16 is a shareholder, wouldn't the chairman of the board, Mr. --
17 who's now the appeals coordinator, also be a shareholder?

18 THE COURT: Okay. That's a fair question.

19 MR. ABRAMS: Who's the others? And so it's just good
20 cause to ask the question. If it turns out and they say, no,
21 we're not shareholders, then I agree with Your Honor. If they
22 say we are shareholders, then of course, the question is to
23 what degree are they acting as shareholders to try to increase
24 the corporation's assets, and to what degree are they acting on
25 behalf of victims and other parties that they represent within

PG&E Corporation and Pacific Gas and Electric Company

1 the case?

2 THE COURT: Mr. Abrams, that's a fair point, and I
3 believe if Mr. Trot -- Justice Trotter has -- and I think you
4 have quoted as his saying, he is a shareholder, and at that
5 point, I'll take that as in the record somewhere, and I've
6 already asked that Justice Trotter be prepared to respond, if
7 he is so inclined, and if not, I may choose to direct that he
8 do so. I'm not going to require that of anyone else at this
9 point.

10 MR. ABRAMS: I --

11 THE COURT: Again, I'm -- Mr. Abrams, so you
12 understand, to me, it's fair game perhaps to ask of conduct of
13 the trustee when he was the trustee and therefore prior --
14 therefore, he, as the prior trustee -- all these other people,
15 I have no evidence at this point about it, and I'm not going to
16 turn this into an evidentiary point at this point.

17 What's the second question you -- you had three points
18 of order.

19 MR. ABRAMS: Sure. The second point, Your Honor, is
20 that I appreciate that we're trying to put this, perhaps, on a
21 faster track to get things filed, but I just wanted to
22 understand because what's been happening recently regarding the
23 motions for discovery is that there's been a very fast
24 expectation from the trustee that their motions to be quickly
25 decided upon and then fast tracked, and then when a motion is

PG&E Corporation and Pacific Gas and Electric Company

1 put forward on discovery for me, that that is then provided a
2 very long time, and it seems that, perhaps, that's an effort of
3 the trustee, and perhaps, now the debtor to be able to push
4 this off as long as possible so that none of this information
5 comes out and impacts the case.

6 So I just ask in future -- maybe some of this is
7 because I'm unaware as a pro se claimant, but that they put --
8 that the trustee puts a response deadline so that myself or
9 other victims or other parties that would want to respond and
10 weigh in to provide the Court with more context have the
11 opportunity to do so. So that's my --

12 THE COURT: Mr. Abrams, I'm the one that makes the
13 rules on these deadlines. I gave you an opportunity to respond
14 to your first motion. I did not -- and to the extent that you
15 are upset that I didn't give you a response on the motions to
16 seal, that was my decision. It was not the trustee's secret
17 plan to cut you off, or the debtor's.

18 I know you believe, perhaps, the right to respond is a
19 denial of due process. I don't believe that's true. Lots of
20 courts around this land don't even give moving parties time to
21 respond. Our district generally does, but there is no
22 Constitutional right to a hearing or to even a response at this
23 point. So to the extent that you feel wronged that certain
24 things like decisions on sealing were decided quickly, blame
25 me. Don't blame Mr. Molton or the trustee, and if I believe

PG&E Corporation and Pacific Gas and Electric Company

1 it's necessary to give you an opportunity to respond to what
2 Mr. Molton files, I will do so, and if I disagree, then you can
3 blame me if I don't give you that opportunity.

4 MR. ABRAMS: I appreciate it, Your Honor. It's not
5 about blame. I just wanted to make that point, but I
6 appreciate Your Honor's context, and I certainly appreciate
7 that and will follow it.

8 THE COURT: Mr. Abrams --

9 MR. ABRAMS: I just --

10 THE COURT: Mr. Abrams, you're very verbose and
11 prolix, and you articulate and express yourself extremely well,
12 and as the old saying, if you can't say it in your opening
13 brief, you don't say it. So your briefs are thorough, and it
14 doesn't follow that you therefore must therefore reply to
15 everything. One of the things that drives me crazy about
16 lawyers is they say the same thing in their reply that they
17 said in their opening brief. If you did that, I'd run out of
18 paper.

19 MR. ABRAMS: Understood. And that's not my goal, and
20 believe me, as individual, I certainly want to cut down on my
21 workload, not add to it, but again, it's just in contrast to
22 the larger length of time that's given, but I understood. I
23 take Your Honor's point.

24 I did have, again, two other just minor points that I
25 wanted to make sure I brought up. One, Your Honor, is that I

PG&E Corporation and Pacific Gas and Electric Company

1 just want to make clear because what's been happening is with
2 the last preliminary hearing was that there was a preliminary
3 hearing where it was stated that I do not have the opportunity
4 to argue my case in the preliminary hearing, which I
5 understand, but then after the preliminary hearing, it was
6 stated by both Mr. Molton and within the Court order that I was
7 given the opportunity to argue my case, which I wasn't, and I
8 just want to make sure that I understand -- and this is for my
9 own understanding, Your Honor, that I understand that this is a
10 preliminary hearing, not to argue my case and that Your Honor
11 will decide if I'm given an opportunity to argue my case, but I
12 just don't want to have it be the case where I'm given a
13 preliminary hearing where I can't argue my case, and then later
14 parties are able to state, well, I had my preliminary hearing,
15 and I was able to argue fully my case, which is -- which isn't
16 (indiscernible)--

17 THE COURT: We're getting hung up on labels. You made
18 a motion. I chose to have a preliminary hearing. I could have
19 simply directed Mr. Molton to respond and then decide it. I
20 chose because of the history, frankly, the history of your
21 earlier motion, but now with the incredible breadth of this
22 motion, I didn't want to have JAMS or Judges X, Y, and Z and
23 all the other people you named feel that they had to do
24 something under a procedure that is almost unprecedented. You
25 have decided to file a thing called your 2004 motion and name

PG&E Corporation and Pacific Gas and Electric Company

1 all these people who have nothing to do with the Court in a
2 technical sense, in a sense of active parties and didn't even
3 serve them correctly.

4 So I was not about to start to put out rules that
5 says, Judge So and So, whether it be Judge Newsome or Judge
6 James or Judge -- any one of the other people that Mr. Molton
7 named have to respond because I don't know that they have to
8 respond. So I made the rules because of the unusual procedure
9 that you took. And Mr. Abrams, that goes to the very heart of
10 it, whether there's even proper to be using Rule 2004 in this
11 context the way you have tried -- wished to do it on what we'll
12 call the JAMS motion, much different, in my opinion, from the
13 prior motion that was focused and directed or at least in the
14 way that I dealt with it with the fire trustee. So --

15 MR. ABRAMS: I'm just -- Your Honor, I just --

16 THE COURT: I will leave it with that. Go ahead with
17 your final point. You had one more point.

18 MR. ABRAMS: Thank you, Your Honor. I just, the last
19 point, Your Honor, is that I want to make sure that it is --
20 and that I'm following this correctly, is that there was a
21 protective order that was modified by the trustee, and that's
22 docket 8662, and within that, they really have, in addition to
23 their exculpations and other protections that they negotiated,
24 have a protective order to make sure that any discovery that
25 comes out cannot be used, and I certainly would look for a

PG&E Corporation and Pacific Gas and Electric Company

1 modification to that.

2 Certainly, I've stated and I believe and I hope that
3 there's nothing here that reveals bad-faith actions, but if
4 there are things that come out that do reveal bad-faith
5 actions, I don't want to have a prior negotiated protective
6 order precluding remedies that the Court may want to take or
7 other courts may want to take, and so I would just ask that the
8 Court consider a modification to that order and to whatever
9 degree I need to research that and figure out how to do it, I
10 will, but I just wanted to bring that point up as well.

11 THE COURT: Mr. Abrams, as you know, there are, what,
12 13,000 items on this docket and counting, and I don't remember
13 docket number 8662, but if it was a protective order that was
14 entered some time in the past, I'm not about to do anything
15 about that order until the proponents of that order and people
16 impacted by that order are given an opportunity to be heard on
17 the subject of it.

18 So the answer is if there's a protective order in
19 place, it's in place, and if somebody believes there should be
20 some relief from it, they should -- they need to make a proper
21 motion and deal with it. Again, I don't even want to go there
22 today because that raises all sorts of post-confirmation
23 jurisdiction. I have no clue of the merits of what you refer
24 to. I made a note in my pad here that it's 8662, but that's
25 all I know about it, and it's not an action item today.

PG&E Corporation and Pacific Gas and Electric Company

1 We're back to the point when I get Mr. Molton's
2 filing, I will review it and decide what to do next. If I
3 decide to give you some relief as requested, perhaps, the next
4 step will be, well, what happens after that? If I don't give
5 you the relief you want, then it may be academic at least,
6 unless my decision is vacated at some point going forward. So
7 it's just premature for me even to speculate. You've made
8 it -- you've preserved it. You've preserved your position on
9 it, and it's noted.

10 MR. ABRAMS: And Your Honor, last point -- and I
11 promise it's my last point. Just the one thing I also did just
12 want to state that's clear is that the individuals that I --
13 that are contracted with or employed by JAMS are holding very
14 central roles within this case, and so I'm not going beyond the
15 case when I'm listing those individuals. Unfortunately,
16 there's a long list of those peoples, all from JAMS. That
17 isn't my doing. That is just a fact associated with this case,
18 and my purpose of providing a context of the prior case with
19 Ms. Yanni and where Mr. Skikos was involved was to be able to
20 demonstrate when one corporation has an inordinate role behind
21 closed doors with confidentiality agreements. And as we've
22 seen in the Girardi case, unfortunately that creates an
23 environment where bad things can happen.

24 And so it was to provide that context and to really
25 try to list those things, and within the redacted agreements

PG&E Corporation and Pacific Gas and Electric Company
1 that were filed with the Court, I should also note that
2 completely redacted from that are who's doing the mediation.
3 So we don't even know even beyond this if there are other
4 mediators that are core to this case who are from JAMS, Inc. --

5 THE COURT: Wait. What are you referring to? What
6 mediator is being -- I mean, what document redacts out who was
7 a mediator?

8 MR. ABRAMS: So in the derivative cases, Your Honor,
9 where they provided the agreements around the derivative cases,
10 there's a section called --

11 THE COURT: You mean, in the retention agreements.

12 MR. ABRAMS: In the retention agreements. I'm sorry,
13 Your Honor, yes. There is a whole section about mediation, and
14 all of that is redacted. Only the title of that section is
15 kept in. So again, I don't know what's behind the black marks.
16 I don't -- and again, it's just demonstrating that JAMS, Inc.,
17 has had an inordinate role within this case, and given the
18 patterns that were identified within my motion --

19 THE COURT: But how do you know --

20 MR. ABRAMS: -- that's what I'm relying on.

21 THE COURT: How do you know that JAMS, Inc., is in the
22 redacted language?

23 MR. ABRAMS: Like I said, Your Honor, I don't know,
24 but we know that JAMS, Inc., is covering I think it was close
25 to twenty-five other key points within this case, and so --

PG&E Corporation and Pacific Gas and Electric Company

1 THE COURT: But your pending --

2 MR. ABRAMS: -- it's not out of the ordinary --

3 THE COURT: Mr. Abrams?

4 MR. ABRAMS: Yeah.

5 THE COURT: First of all, I reviewed the unredacted
6 documents. So you can, again, blame it on me because I did, I
7 reviewed every word of every redacted document, and I made a
8 decision that they would stay redacted, and so that's one
9 thing.

10 Secondly, you paint with a very broad brush, and I am
11 not prepared on your say-so to paint or taint -- paint or
12 taint, pick your word, JAMS or anyone else with the sins of Mr.
13 Girardi and what has come out in that case. Simply not --
14 we're not going there, and that is -- I agree with you if
15 somehow this Fire Victim Trust, or through any of its
16 representatives, has been tainted by misconduct, then there are
17 consequences, perhaps. I agree with you. But I'm not about to
18 say, Mr. Girardi and all of his failures, his personal,
19 disastrous occasion for so many people, is not going to be
20 imported and infused into this case because somehow Justice
21 Trotter, who was selected in this case was also involved in
22 some matter that involved Mr. Girardi, that the LA Times wants
23 to make -- draw inferences about. I am not drawing inferences
24 about it.

25 MR. ABRAMS: I'm not drawing inferences either --

PG&E Corporation and Pacific Gas and Electric Company

1 THE COURT: Okay. Well you're --

2 MR. ABRAMS: I'm just --

3 THE COURT: You're painting a picture that I haven't
4 painted, but I'm going to leave it at that. You've made your
5 comments and I've noted it and I will do this in the steps that
6 I agreed to with you and assured you that I'm going to go
7 there.

8 Mr. French, did you have a final comment?

9 MR. FRENCH: I just wanted to clarify my position. So
10 my thought was that the names, aside from Justice Trotter's, in
11 the motion were examples of some of the issues with JAMS. I
12 was not imagining necessarily doing some investigation on each
13 of those individuals. My thought was to have the Trust report
14 back what its relationships are with JAMS or people who have
15 these relationships with JAMS. So just so that we understand
16 where those connections are, so that then, if there's a need
17 for further analysis based upon that, that we have the
18 information necessary to go forward.

19 THE COURT: Mr. --

20 MR. FRENCH: Just understanding those relationships
21 is --

22 THE COURT: Okay. Mr. Molton, to the extent that
23 you're able and in a position to clarify the trust's role, that
24 would be helpful. I'll just leave it to you to make what you
25 believe is an appropriate disclosure. At this point, I'm not

PG&E Corporation and Pacific Gas and Electric Company

1 going to order it. Justice Trotter has been quoted as saying
2 he is or was a shareholder. To the extent that he is or was,
3 it might be helpful, and if Ms. Yanni, I know had some prior,
4 if not current, affiliation with JAMS, but she can certainly
5 make a disclosure and should make a disclosure in this context
6 for her as the Fire Victim Trustee, but I'll leave it at that
7 at this point.

8 MR. MOLTON: Judge, instead of speaking off the cuff,
9 what I'd like to do is save those for our response so we're
10 completely accurate, but if I might, I'd like to just say a few
11 things in closing, if I might, Your Honor?

12 THE COURT: Yes, sir. Yes, sir.

13 MR. MOLTON: I want to reiterate because I think it's
14 important because a lot of things have been said that aren't
15 based on evidence or proof or even credible allegations.
16 There's not a single allegation in the papers submitted that
17 anything wrong has actually occurred at the Trust or in
18 connection with the Trust.

19 THE COURT: Right.

20 MR. MOLTON: As Your Honor knows, every April, we file
21 an audited financial statement with an opinion from an auditor,
22 BDO, once a year, which sets forth the trust finances and
23 claims history for that year.

24 Number 2, what we have here -- one example, and we'll
25 deal with this more -- Mr. Abrams likes to take what he reads

PG&E Corporation and Pacific Gas and Electric Company

1 in the newspaper and put it in a fashion that can be used here.
2 He cites the LA Times, and he basically misquotes that article
3 in his pleading, page 2 of 39 at 12766, he says that discovery
4 request should be expanded "to ensure that the multifaceted
5 victimization of injured people referred to by the chief
6 justice" -- and I'm going to butcher her name. So I'm not
7 going to say it, but her name is there -- "regarding the
8 influence of JAMS has not undermined the well-intentioned
9 efforts of this court to ensure fair and just outcomes." The
10 actual quote, Your Honor, the actual quote from that paper was
11 from the chief judge in the article cited by Mr. Abrams has
12 nothing to do with JAMS or anyone involved with the Fire Victim
13 Trust. It says, the chief justice lamented the multifaceted
14 victimization of injured people in the Girardi case. So that's
15 what we're dealing with here, Judge. We're dealing with all of
16 these innuendos, and arguably, misstatements.

17 Number two, Judge -- so there's no evidence or
18 allegation of wrongdoing at the Trust. Number two -- and you
19 know, we'll deal with this in our response, but I think it's a
20 good example, Mr. Abrams cites to Mr. Boserup, who is the
21 appeals officer, what does an appeal officer do? Well, if you
22 read our constitutional documents, the appeal officer reviews
23 and assigns an appeal to either a complex or noncomplex panel.
24 That's it. Not involved in claims administration. Then,
25 there's a random of neutrals, of a neutral, as a result of that

PG&E Corporation and Pacific Gas and Electric Company

1 categorization either to the complex or noncomplex panel. And
2 many of what Mr. Abrams refers to as the panel of neutrals
3 refers to appeals.

4 I want to give Your Honor -- because we're very proud
5 of the work we do, and will put it in our pleading -- Judge,
6 we've had 36,000 submitted claims questionnaires to date.
7 36,000. We've had -- eighty percent of those have had
8 determination notices. I know that Justice Trotter, when he
9 was trustee, and Ms. Yanni now, is fully engaged in pushing
10 that number up by year-end as well. It's important to note
11 that of that eighty percent of the 36,000, less than two-thirds
12 of a percent -- I'm going to say that again. Two-thirds of a
13 percent or .67 percent have invoked an appeal. 99.33 percent
14 of all determinations notices have been resolved without
15 appeal. That means -- and I'm going to cut more to the
16 chase -- that's 155 appeals, Judge, that have gone to the JAMS
17 neutrals in any event. So that's a little bit of what we're
18 having to deal with in terms of broad allegations that have
19 nothing to do with the facts.

20 Judge, with respect to the protective order, I agree.
21 I don't know what Mr. Abrams is referring to. We'll take a
22 look at it. The low number of it suggests to me that it might
23 even precede the existence of the Trust, the low docket entry
24 number, but we'll take a look at it. And again, I want to
25 reiterate, Your Honor, that we're looking forward to

PG&E Corporation and Pacific Gas and Electric Company
1 responding, and we'll respond in-kind and address the issues
2 that Your Honor suggested we do so.

3 THE COURT: Okay.

4 MR. ABRAMS: Your Honor, there was a few allegations
5 there that I just would like to be able to have respond to that
6 Mr. Molton put forward.

7 THE COURT: Go ahead.

8 MR. ABRAMS: So first of all, Mr. Molton's
9 characterization that there was an audit done so that's all the
10 financial reporting we need to do, I think is very
11 disingenuous. The fact of the matter is that my prior motion
12 stated that it is very important for victims to understand the
13 costs that are being incurred by the Trust, the financial
14 incentive structures, all of which were redacted. I'm not
15 blaming anyone, but then to say, look, you know, we've fully
16 disclosed all the financial information that we need to, I
17 think is inappropriate.

18 The second point, Your Honor, is that Mr. Molton
19 listed a number of different folks that he feels should have
20 nothing to do with this, including the appeals officer and the
21 people that are sitting on this complex or simple panel for
22 appeals. Every single one of them comes from JAMS, Inc.

23 THE COURT: How do you know that? How do you know
24 that?

25 MR. ABRAMS: Because I looked at --

PG&E Corporation and Pacific Gas and Electric Company

1 THE COURT: How do you know that? First of all, what
2 does come from mean?

3 MR. ABRAMS: That they are employed by or contracted
4 with JAMS, Inc. --

5 THE COURT: Okay.

6 MR. ABRAMS: -- all of them.

7 THE COURT: Contracted with is not the same as comes
8 from, but okay. Let's suppose --

9 MR. ABRAMS: I --

10 THE COURT: -- appeal -- let's suppose Appeal Officer
11 X also has done work as a JAMS neutral, therefore, what? What
12 does that have to do with financial incentives? If the
13 litigants have availed themselves to the appeal and the appeal
14 was assigned to retired Judge X, and retired Judge X decides
15 the merits of the appeal, what's the prob -- what's wrong with
16 that?

17 MR. ABRAMS: So Your Honor --

18 THE COURT: The fact that that person used to -- has
19 also a relationship with JAMS, therefore, what?

20 MR. ABRAMS: Those are great questions, Your Honor,
21 and that's why there's good cause for discovery. If Your
22 Honor, all these people are all shareholders and they are all
23 employees of JAMS working in their capacity as employees of
24 JAMS, then of course they have the goal as a shareholder to
25 increase return for the corporation. Those interests may be

PG&E Corporation and Pacific Gas and Electric Company

1 very adverse to the interest of victims within this case and
2 the equitable patterns associated with the trustee --

3 THE COURT: What if --

4 MR. ABRAMS: -- neutral position of them, and so all
5 of that is relevant with the proper discovery, but just saying,
6 look, we're not going to provide any of that information and we
7 want you just to assume that none of them are shareholders when
8 Justice Trotter stated specifically that he was, I don't think
9 is a prudent path either.

10 THE COURT: Okay.

11 MR. ABRAMS: And the last -- and also, Your Honor, the
12 point of this as well is every victim is subjected to this
13 process to put money in their pocket to rebuild their house, to
14 get compensation for their lives, and I know Your Honor knows
15 that, but this is essential to the dollars that are in victims'
16 pockets, and there are very few victims, as the Court knows and
17 as Mr. Molton knows, that were provided judicial review. So
18 even if they proved it --

19 THE COURT: Mr. Abrams --

20 MR. ABRAMS: -- that --

21 THE COURT: -- I don't want to revisit that because
22 they all were given a chance, and five of them chose to. It
23 wasn't something arbitrary. It wasn't the luck of the draw.
24 Those five people came -- they squawked, and they were heard.
25 So what's the -- therefore, what?

PG&E Corporation and Pacific Gas and Electric Company

1 MR. ABRAMS: Your Honor, I --

2 THE COURT: What do you want me to do about that?

3 MR. ABRAMS: Well, one of the remedies that I think
4 should be considered by the Court -- and I'll save this for my
5 reply -- is that given all these things that the Trust isn't
6 going to be forthcoming and fully disclose what all these
7 financial incentives are for these people in these appeals
8 process, then victims should have a judicial review process, so
9 that if they have perceived injustices with their settlement,
10 that they can also come to the Court, and say, look, Your
11 Honor, this was unjustly settled. I deserve a million dollars.
12 These appeals coordinators only provided 500,000 dollars, and
13 here's that justification, but to fact --

14 THE COURT: Wait a minute --

15 MR. ABRAMS: -- to have this unequal system --

16 THE COURT: -- Mr. Abrams --

17 MR. ABRAMS: -- where these appeals -- yes, Your
18 Honor?

19 THE COURT: Mr. Abrams, the appeals coordinator sent
20 the matter to an appeal. The appeals coordinator from what I'm
21 told didn't make the decision. So if --

22 MR. ABRAMS: But --

23 THE COURT: -- the appeal coordinator says here, your
24 appeal is going over to so and so --

25 MR. ABRAMS: But it's the same -- but again, Your

PG&E Corporation and Pacific Gas and Electric Company

1 Honor, to whatever extent this is the same corporation and that
2 these neutrals have conflicting duties to JAMS, Inc., that are
3 interfering with their neutral capacity and/or might be
4 favoring certain attorneys who are going to give them future
5 work in future cases where they could hire JAMS and other
6 attorneys who are less prominent, that they don't care whether
7 they're going to -- that won't have the ability to rehire JAMS
8 in a future case, all of these are biases that should be
9 understood.

10 The degree to which one particular neutral has acted
11 on those biases is a different story, and they may or may not
12 have acted on those biases, but until we know that information,
13 we can't come to a conclusion on these matters. Again, if
14 they're not going to be forthcoming with this information,
15 then, yes. I do feel that opening up judicial review is really
16 important to do. I hope it -- I hope that we are given
17 information that shows that these neutrals are indeed neutral.

18 THE COURT: Okay. Your petition is noted.

19 MR. MOLTON: May I --

20 THE COURT: No --

21 MR. MOLTON: Your Honor --

22 THE COURT: I'm going to -- that's enough. I'm going
23 around in circles here. I'm going to stick with the schedule
24 that we have. I'll wait to hear from Mr. Molton, and Mr.
25 French and Mr. Abrams, you'll be -- you'll hear my decision at

PG&E Corporation and Pacific Gas and Electric Company
that point, and as I say, it might very well invite a reply or
further information. I'm going to wait and see what the
trustee provides for all of us. So with that, I'm going to
include the hearing, and thank you all for your time.

IN UNISON: Thank you, Your Honor.

THE COURT: And I'm going to -- Ms. Parada, I'm going
to turn off my camera, but not log off because after all the
attendees exit, I want to talk to you and the rest of the staff
on to. Thank you all for your time.

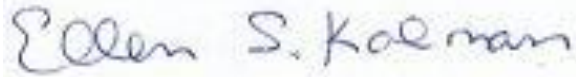
THE CLERK: Yes, Your Honor.

MR. ABRAMS: Thank you, Judge.

(Whereupon these proceedings were concluded at 11:29 AM)

C E R T I F I C A T I O N

I, Ellen S. Kolman, certify that the foregoing transcript is a true and accurate record of the proceedings.



/s/ ELLEN S. KOLMAN, CET-568

eScribers

7227 N. 16th Street, Suite #207

Phoenix, AZ 85020

Date: September 14, 2022

A	29:8,11;51:17 ad (1) 10:24	23:12 agreement (3) 17:18;30:23;31:11	31:6 applies (1) 8:10	attendees (1) 59:8
ability (2) 18:3;58:7	add (2) 12:17;43:21	agreements (5) 47:21,25;48:9,11,12	apply (1) 8:10	attorney (1) 33:18
able (6) 42:3;44:14,15;47:19; 50:23;54:5	Addington (44) 3:12;4:8;5:9;6:8,9; 20:25;7:4,7,10,17;9:9; 11:16,17,19,21;13:2; 14,15;14:8,12,19,23; 15:8,14,20,24;16:9,15; 24:17;7:18,21;18:1,5,9, 21,22,24;19:5,6;20:6, 16;23:1	ahead (4) 25:1;33:4;45:16; 54:7	appointed (1) 29:8	attorneys (2) 58:4,6
Abrams (82) 23:24;24:1,1;25:14; 26:3,23;27:1,14;30:9; 31:18;32:12;33:5,14, 17;34:4,5,6,6,14,16; 35:19;38:3,14;39:20, 22,23;40:7,11,12,14, 19;41:2,10,11,19; 42:12;43:4,8,9,10,19; 45:9,15,18;46:11; 47:10;48:8,12,20,23; 49:2,3,4,25;50:2; 51:25;52:11,20;53:2, 21;54:4,8,25;55:3,6,9, 17,20;56:4,11,19,20; 57:1,3,15,16,17,19,22, 25;58:25;59:11	Addington's (2) 6:14;18:15	al (1) 24:18	appreciate (4) 41:20;43:4,6,6	attorneys' (1) 13:18
Abrams' (9) 23:23;24:18;26:14; 27:13;28:1,7;29:23; 30:1;37:25	addition (2) 26:18;45:22	allegation (2) 51:16;52:18	appropriate (5) 30:13;38:24;39:1; 40:15;50:25	audio (1) 14:20
absolutely (2) 14:13;40:14	additional (1) 9:13	allegations (5) 27:9;28:20;51:15; 53:18;54:4	approval (1) 31:20	audit (1) 54:9
academic (1) 47:5	address (1) 54:1	allowed (1) 6:8	approved (1) 14:2	audited (1) 51:21
accept (3) 13:22;16:12;37:25	administration (1) 52:24	allowing (1) 32:7	April (1) 51:20	auditor (1) 51:21
access (6) 5:12;12:2,15;14:12; 20:1,6	adopted (1) 25:21	almost (1) 44:24	arbitrary (1) 56:23	authority (1) 14:2
according (1) 27:1	advantage (1) 20:17	alternative (1) 14:14	arguably (2) 27:1;52:16	authorize (1) 29:12
accounting (1) 36:14	adversary (1) 9:3	alternatively (1) 20:17	argue (6) 44:4,7,10,11,13,15	available (7) 9:2;10:4;12:7;19:16; 20:15;22:7;30:5
accurate (1) 51:10	advise (1) 39:20	although (1) 4:20	argument (2) 9:15;20:4	availed (1) 55:13
accusing (2) 34:17;35:12	advisement (1) 33:3	always (1) 25:8	arms (2) 11:24;14:6	avid (1) 5:6
acknowledged (1) 4:17	adverse (1) 56:1	amend (1) 12:1	around (5) 11:24;14:6;42:20; 48:9;58:23	avoid (1) 15:22
acted (2) 58:10,12	advocate (1) 7:7	amended (4) 4:5,15;6:8;8:12	article (4) 28:22;36:3;52:2,11	aware (3) 10:20;13:25;26:9
acting (3) 26:8;40:23,24	affiliation (1) 51:4	among (1) 37:6	articles (1) 27:10	away (2) 14:16;20:22
action (1) 46:25	again (31) 4:12;6:6,10;9:21; 10:2,17;12:8;16:4,20; 17:5,24;18:7,17;19:10; 25:1,30;5:35;12;37:22; 38:11;40:11;41:11; 43:21,24;46:21;48:15, 16;49:6;53:12,24; 57:25;58:13	amount (2) 7:16,17	articulate (1) 43:11	
actions (2) 46:3,5	against (4) 6:23;15:9;19:7; 28:21	analysis (1) 50:17	articulated (1) 9:1	back (12) 4:12,18;6:6,7,21; 7:25;9:9;21:24;22:2; 25:1;47:1;50:14
active (1) 45:2	ago (5) 4:25;5:1;13:15,24; 14:11	and/or (1) 58:3	aside (3) 8:1;31:1;50:10	backwards (1) 6:18
activity (1) 32:10	agree (14) 3:24;8:9;9:24;12:8; 16:21,23;33:6;35:19; 36:10,13;40:21;49:14, 17;53:20	Angeles (1) 28:22	aspects (1) 31:10	backyard (1) 14:3
actual (2) 52:10,10	agreed (1) 50:6	apart (1) 18:5	assert (2) 7:20,21	bad (2) 34:10;47:23
actually (3)	agreeing (1)	appeal (13) 52:21,22,23;53:13, 15;55:10,10,13,13,15; 57:20,23,24	asserting (1) 19:7	bad-faith (2) 46:3,4
		appeals (13) 27:4,4;40:17;52:21; 53:3,16;54:20,22;57:7, 12,17,19,20	assets (2) 13:8;40:24	Bagorio (1) 24:18
		appearance (5) 3:10;23:25;24:14; 25:9;29:22	assigned (1) 55:14	bank (5) 34:24,25;35:1,3,6
		appeared (1) 25:24	assists (1) 52:23	bankruptcy (10) 15:6,14,17;16:1,25; 17:24,25;34:13;36:5; 38:15
		appearing (1) 24:2	associated (4) 33:24,25;47:17;56:2	banks (1) 35:2
		Apple (1) 25:7	assume (11) 11:1;20:14;23:3; 30:16;34:8;35:24;37:1, 22;39:3,3;56:7	based (6) 11:6;27:7,10;28:11; 50:17;51:15
		application (1)	assuming (3) 31:12,14;37:14	basically (1) 52:2
			assured (1) 50:6	

basics (1) 21:20	3:8;9:7,8;24:9;31:3; 40:1;46:10	39:11;55:23;58:3	44:18,20;56:22	commit (1) 10:11
basis (3) 15:8;34:18;37:3	bringing (1) 30:10	care (1) 58:6	circles (1) 58:23	company (3) 10:15,21;11:1
BDO (1) 51:22	broad (3) 27:15;49:10;53:18	Carvill (1) 27:2	cited (1) 52:11	compelled (1) 3:24
beat (1) 21:1	broaden (3) 25:19;30:10;34:1	case (45) 9:9,13,19;10:16; 12:4,13,14,14;13:15; 23:15;6:16;1;22:14; 26:21,22;29:12;30:8; 31:19;35:8,24;36:17; 38:15;41:1;42:5;44:4, 7,10,11,12,13,15; 47:14,15,17,18,22; 48:4,17,25;49:13,20, 21;52:14;56:1;58:8	cites (2) 52:2,20	compensation (2) 19:7;56:14
becomes (1) 20:18	broken (1) 17:5	cases (4) 26:15;48:8,9;58:5	civil (1) 18:10	competent (3) 17:12;40:5,7
behalf (4) 3:15;26:8;39:3; 40:25	brokers (1) 37:16	catastrophe (1) 34:13	claim (40) 4:5,15;6:1,8,9,12,19; 7:20,21;8:12,13,14;9:4, 4;11:10,16,21,22,22, 23,25;12:1,23;14:20; 15:1,5,9,21,23;16:25; 17:6;18:6,21,22;19:7, 19,22;21:16;22:21; 23:1	complain (1) 9:10
behavior (2) 35:20,22	brought (1) 43:25	categories (1) 36:19	claimant (4) 31:19,19;38:15;42:7	complete (1) 16:14
behind (2) 47:20;48:15	Brown (1) 25:11	categorization (1) 53:1	claims (9) 10:8,24;11:5;13:15; 19:21;27:4;51:23; 52:24;53:6	completely (3) 13:13;48:2;51:10
believes (2) 19:15;46:19	brush (1) 49:10	Cathy (3) 25:13;26:19;28:17	clarification (1) 40:1	complex (4) 31:15;52:23;53:1; 54:21
Bend (1) 20:25	bucks (1) 9:10	cause (13) 27:8;34:18,20;35:5, 8,11,15,20;36:7;38:1; 40:15,20;55:21	clarify (3) 28:13;50:9,23	compliment (1) 23:12
Benvenuti (1) 3:15	build (1) 15:2	central (1) 47:14	class (1) 31:17	comply (1) 19:1
best (3) 5:7;33:10,19	bunch (1) 38:4	certain (6) 7:16,17;16:25;31:10; 42:23;58:4	clear (12) 25:20;26:1;28:2; 30:2;34:17;36:4;40:2, 4,4,5;44:1;47:12	concern (2) 26:23;28:22
better (1) 25:18	burden (3) 5:9;19:24;20:19	certainty (14) 6:11;28:10;33:6,8, 20;34:19;35:7;36:1; 40:15;43:6,20;45:25; 46:2;51:4	clarification (1) 40:1	conclude (1) 30:12
beyond (5) 27:17;32:1;36:2; 47:14;48:3	butcher (1) 52:6	certified (1) 33:21	clarify (3) 28:13;50:9,23	concluded (1) 59:12
biases (3) 58:8,11,12	C	cetera (2) 5:10,10	class (1) 31:17	conclusion (1) 58:13
big (1) 33:2	Cal (1) 21:1	chairman (1) 40:16	clear (12) 25:20;26:1;28:2; 30:2;34:17;36:4;40:2, 4,4,5;44:1;47:12	condition (1) 18:15
billion (1) 35:4	calendar (1) 4:1	chance (3) 29:24;32:24;56:22	clearly (1) 28:6	conduct (1) 41:12
bit (2) 8:6;53:17	CALIFORNIA (2) 3:1;38:16	characterization (1) 54:9	CLERK (9) 3:5;22:7,10;24:4,8, 11,23;37:9;59:10	confer (1) 17:17
black (1) 48:15	Call (9) 3:4;18:11;22:23; 25:18;29:23;30:1;34:7, 7;45:12	charge (2) 35:3,3	client (12) 5:14,23;12:7,21; 14:1,4;16:16;19:24; 21:12;26:7,10;32:13	conference (1) 23:4
blah (3) 8:15,15,15	called (3) 21:15;44:25;48:10	chase (1) 53:16	close (1) 48:24	conferred (1) 12:21
blame (5) 42:24,25;43:3,5;49:6	Calling (1) 3:7	chief (4) 38:15;52:5,11,13	closed (1) 47:21	confident (1) 13:4
blaming (1) 54:15	calls (2) 18:1;21:15	choice (2) 15:3;19:21	closing (1) 51:11	confidentiality (1) 47:21
board (1) 40:16	came (3) 4:12;11:11;56:24	choose (1) 41:7	clue (2) 26:7;46:23	conflating (2) 16:21,23
body (1) 30:7	camera (1) 59:7	chose (3)	co-counsel (1) 23:19	conflicting (1) 58:2
Boserup (2) 27:3;52:20	camp (2) 29:22,23		coincidence (1) 31:23	confusion (1) 15:7
Both (2) 26:22;44:6	Can (27) 3:10;4:2;7:1,1;8:5; 10:18;11:14;13:7;15:3; 17:17;19:25;20:2,16; 24:21,22;25:4;27:10; 28:13;30:16;33:19; 36:21;43:2;47:23;49:6; 51:4;52:1;57:10		coincides (1) 31:23	connection (1) 51:18
breadth (2) 36:10;44:21	capacity (7) 25:13;28:17;29:2,4;		coming (1) 30:25	connections (1) 50:16
brief (2) 43:13,17			comment (2) 8:8;50:8	consensual (2) 19:14;20:12
briefing (1) 39:20			comments (3) 21:11;30:12;50:5	consensually (1) 20:12
briefs (1) 43:13				consequences (1) 49:17
bring (7)				consider (2) 20:25;46:8

considered (3) 29:3;39:21;57:4	counsel (10) 3:8,12;10:4;17:12; 20:6,16;25:23;29:5; 39:11,13	cut (3) 42:17;43:20;53:15	defending (1) 13:5	57:6
consistent (1) 14:25		D	defensive (1) 13:13	disclosed (2) 31:8;54:16
Constitutional (2) 42:22;52:22	counting (1) 46:12		defines (1) 27:15	disclosure (5) 30:21;37:6;50:25; 51:5,5
constructive (3) 8:2;10:6;39:14	couple (2) 10:18;38:6	damage (3) 10:8;16:24;19:7	degree (4) 40:23,24;46:9;58:10	discoverable (1) 36:20
consummation (1) 31:21	course (8) 9:4;26:23;29:4; 33:25;35:5;37:22; 40:22;55:24	damages (8) 9:13;11:20;13:16,18, 18;15:9;16:2;18:6	demand (1) 14:12	discovery (33) 5:15,23;6:23;7:1,3,4; 9:23;12:4,16;13:6,14; 17:1,4,9,11;19:11,25; 20:18,18,20;21:18; 22:20;27:13,16;30:1; 31:22;35:15;41:23; 42:1;45:24;52:3;55:21; 56:5
contacted (2) 4:4;14:14	Court (142) 3:4,5,9,13,16;6:4; 7:6,14;8:8,25;10:1,11, 15,23;11:8,15;13:9,11; 14:22;15:13,16;16:11, 14,20;17:21;18:17,23; 20:25;21:6,9,22;22:1,9, 12,14,17;23:10,14,18, 21,23;24:2,6,10,12,20, 24;25:5,9,14;27:19; 28:13,19,25;29:11; 30:7,22,25;31:4,10,12, 14,15,16;32:1,5,12; 33:9,12,15,19;34:3,4,6, 15;35:14,14,16,22,24; 36:2,9,21;37:8;38:16; 40:1,4,10,12,18;41:2, 11;42:10,12;43:8,10; 44:6,17;45:1,16;46:6,8, 11;48:1,5,11,19,21; 49:1,3,5;50:1,3,19,22; 51:12,19;52:9;54:3,7, 23;55:1,5,7,10,18;56:3, 10,16,19,21;57:2,4,10, 14,16,19,23;58:18,20, 22;59:6	Dame (2) 21:1,3	demonstrate (2) 35:14;47:20	discuss (1) 7:2
contested (8) 4:14,22,23;5:11,14; 15:23;19:23;22:21		data (1) 37:9	demonstrated (4) 32:17;33:25;34:3,7	disingenuous (1) 54:11
context (7) 37:23;42:10;43:6; 45:11;47:18,24;51:5		date (19) 5:4,4,25;14:14;22:3, 7;28:11;30:19,19,20, 21;31:7,23;32:1,6,14; 33:1;38:7;53:6	demonstrating (2) 34:20;48:16	dispositive (1) 22:22
continuing (1) 23:1		dates (2) 4:1;22:4	denial (1) 42:19	dispute (5) 15:14;18:5;19:19; 20:5,8
contract (2) 36:22;37:4		David (1) 25:11	Dennis (1) 3:6	disputes (2) 17:11;19:11
contracted (3) 47:13;55:3,7		Day (2) 4:1;18:24	depart (1) 30:3	district (3) 30:7;31:15;42:21
contractor (3) 17:8;37:18,20		days (3) 12:10,10;22:2	derivative (2) 48:8,9	docket (4) 45:22;46:12,13; 53:23
contractors (2) 37:15,17		deadline (3) 4:5;39:14;42:8	deserve (1) 57:11	document (3) 27:17;48:6;49:7
contracts (1) 36:16		deadlines (3) 9:23;23:3;42:13	desires (2) 18:15;20:9	documents (2) 49:6;52:22
contractual (1) 36:15		deal (7) 21:24;27:25;33:2; 46:21;51:25;52:19; 53:18	determination (2) 34:11;53:8	dollars (10) 6:10;11:17,22;16:16, 17;19:22;35:4;56:15; 57:11,12
contrast (1) 43:21		dealing (2) 52:15,15	determinations (1) 53:14	dominant (1) 15:19
converting (1) 13:5		dealt (3) 11:20;30:11;45:14	determine (1) 7:2	done (12) 10:16;16:7;17:9,23; 20:5,16;31:22;33:7; 34:10;37:12;54:9; 55:11
cooperate (3) 5:12,24;20:11		debate (1) 26:2	die (1) 31:3	doors (1) 47:21
coordinates (1) 10:3	court-appointed (1) 26:21	debtor (3) 4:7;31:17;42:3	difference (1) 15:10	down (2) 9:18;43:20
coordinator (4) 40:17;57:19,20,23	courtesy (1) 5:3	debtors (2) 3:15;6:7	different (6) 7:23;36:5,19;45:12; 54:19;58:11	drag (2) 14:19;16:9
coordinators (1) 57:12	courts (2) 42:20;46:7	debtors' (1) 4:21	dig (1) 7:18	draw (2) 49:23;56:23
core (1) 48:4	covering (1) 48:24	debtor's (1) 42:17	direct (2) 39:7;41:7	drawing (2) 49:23,25
corporate (1) 38:11	crazy (1) 43:15	decide (8) 32:19;33:3;38:7,8; 44:11,19;47:2,3	directed (5) 25:15;26:14;39:5; 44:19;45:13	drawn-out (1) 13:6
Corporation (4) 3:7;47:20;55:25; 58:1	creates (1) 47:22	decided (3) 41:25;42:24;44:25	directing (1) 38:3	drives (1) 43:15
corporation's (1) 40:24	credible (1) 51:15	decides (1) 55:14	directive (1) 28:1	due (1)
corrected (1) 33:20	creditors (1) 24:18	deciding (2) 38:16,17	director (1) 30:21	
correcting (1) 33:20	crime (2) 34:17;35:12	decision (7) 30:6;38:21;42:16; 47:6;49:8;57:21;58:25	disagree (1) 43:2	
corrections (2) 14:24,25	criticize (2) 7:10,10	decisions (1) 42:24	disaster (1) 35:25	
correctly (3) 21:15;45:3,20	cuff (1) 51:8		disastrous (1) 49:19	
costs (1) 54:13	current (5) 29:4;31:22;32:13; 35:8;51:4		disclose (1)	

42:19 dug (1) 38:20 during (1) 29:11 duties (1) 58:2 dutifully (2) 4:15,15 duty (1) 21:24 Dwayne (1) 3:12	enough (6) 11:15;17:10,10,16; 21:7;58:22 ensure (2) 52:4,9 entered (1) 46:14 entire (1) 3:25 entities (2) 27:18;38:4 entitled (5) 8:6;12:15;16:1;17:4; 19:6 entity (4) 34:9;37:13;38:10,11 entry (1) 53:23 environment (1) 47:23 equitable (1) 56:2 essential (1) 56:15 established (1) 34:11 estate (1) 37:16 estimated (1) 6:9 et (3) 5:10,10;24:18 Eugene (1) 20:23 even (19) 11:24,24;15:24; 17:24;25:25;27:15; 29:13;32:17;42:20,22; 45:2,10;46:21;47:7; 48:3,3;51:15;53:23; 56:18 evening (1) 3:18 event (1) 53:17 events (1) 28:22 everyone (1) 33:11 evidence (6) 20:1;40:5,7;41:15; 51:15;52:17 evidentiary (1) 41:16 exactly (3) 17:18;18:9;27:22 exam (1) 37:24 example (4) 34:24;37:8;51:24; 52:20 examples (1) 50:11	except (2) 32:19;34:12 exchange (1) 19:14 exchanges (1) 4:20 exciting (1) 14:18 exculpations (1) 45:23 excuse (1) 34:6 exist (1) 36:16 existence (1) 53:23 existing (2) 39:10,10 exit (1) 59:8 expanded (1) 52:4 expect (6) 17:12;19:13;25:23; 38:4;39:5,17 expectation (1) 41:24 expected (3) 28:3,10;38:9 expecting (1) 17:3 expedition (1) 14:5 expense (2) 15:25;20:15 experience (2) 30:11;37:15 experienced (2) 7:8,11 explain (2) 3:23;5:10 explore (1) 10:9 express (1) 43:11 extension (1) 23:13 extent (9) 16:24;20:11;25:24; 30:4;42:14,23;50:22; 51:2;58:1 extremely (1) 43:11	8:16,24;9:7,8;53:19 failure (1) 16:15 failures (1) 49:18 fair (5) 27:19;40:18;41:2,12; 52:9 faith (4) 13:1;14:20;21:14; 35:10 far (4) 8:7;11:6;12:25; 38:20 fashion (1) 52:1 fast (2) 41:23,25 faster (1) 41:21 favor (1) 6:23 favoring (1) 58:4 federal (1) 19:12 feel (4) 35:7;42:23;44:23; 58:15 feeling (1) 27:7 feels (2) 12:22;54:19 fees (1) 13:19 few (3) 51:10;54:4;56:16 field (1) 6:24 fight (1) 15:23 fighting (1) 21:20 figure (2) 26:4;46:9 figuring (1) 14:9 file (40) 3:17;4:5,23;5:3,19; 6:8;7:7,12,13,22,23; 8:3,10,13,16,17,20; 11:9;12:2,7,13,19; 14:1,4,17,17;16:5,6,8; 17:15;20:2;21:15;23:3; 28:5;30:13;32:9;38:6; 25:39;13;44:25;51:20 filed (12) 3:18;4:6,15;5:6;11:6, 10,22,22,25;25:14; 41:21;48:1 files (11) 4:8,13,22;5:12,15, 17;12:15,20;13:17;	14:7;43:2 filing (2) 5:7;47:2 final (3) 37:3;45:17;50:8 finances (1) 51:22 financial (6) 51:21;54:10,13,16; 55:12;57:7 find (6) 13:17,19,20,21;15:7; 25:21 fine (3) 7:6;10:6;22:13 fire (18) 10:24;24:2;25:12,12, 16,23;28:16,18;30:24; 31:17,19;32:12;38:18; 39:17;45:14;49:15; 51:6;52:12 firm (1) 10:3 first (10) 8:4;18:13;36:13,25; 37:11;40:1;42:14;49:5; 54:8;55:1 fishing (1) 14:5 fit (1) 30:3 five (2) 56:22,24 fix (6) 4:9;14:3,8;23:2,4; 38:17 fixed (1) 9:23 fixing (1) 6:14 focus (3) 19:3,4;30:2 focused (1) 45:13 focuses (1) 29:1 focusing (1) 16:7 folk (1) 28:7 folks (4) 27:19,25;31:18; 54:19 follow (3) 33:10;43:7,14 following (3) 20:4;33:19;45:20 fooled (1) 3:16 football (2) 20:24;21:5 forgot (1) 29:10
E				
earlier (3) 23:12;33:2;44:21 early (2) 4:4,16 easement (6) 7:15;11:18;15:5; 18:2,13;19:2 easier (1) 12:25 efficient (2) 12:16;13:8 effort (3) 11:2;21:14;42:2 efforts (1) 52:9 eighteen (1) 3:22 eighty (2) 53:7,11 either (9) 22:18,20,21;28:3; 29:13;49:25;52:23; 53:1;56:9 else (7) 23:15;24:7;38:5; 39:20;40:13;41:8; 49:12 elsewhere (1) 37:16 email (1) 33:14 employed (2) 47:13;55:3 employees (3) 37:7;55:23,23 end (3) 9:6;18:23;37:2 engage (3) 5:15,23;13:5 engaged (1) 53:9 engineer (1) 18:10 engineering (4) 4:10;14:2;16:7;17:7 enjoyed (1) 11:4				
		F		
		facilitate (1) 20:12 fact (11) 12:18;19:20;27:7,9; 37:11;38:3;39:6;47:17; 54:11;55:18;57:13 facts (5)		

form (1) 5:24	26:21	19:11	hoping (1) 39:25	5:9
formal (7) 12:15;19:17;20:20; 21:18;30:13;32:17; 37:3	gave (2) 28:2;42:13	heads-up (1) 39:6	hours (2) 3:22;5:5	incurred (1) 54:13
former (7) 26:18,18;29:2,7; 38:4,9;39:4	general (2) 17:1;35:9	hear (7) 24:14,15,21,22;25:4; 58:24,25	house (1) 56:13	Indeed (2) 28:4;58:17
forth (1) 51:22	generally (2) 37:17;42:21	heard (10) 23:20;24:7,16;25:22; 26:11;27:12;31:20; 35:17;46:16;56:24	Huh (1) 21:6	independent (5) 32:10;37:15,17,18, 20
forthcoming (2) 57:6;58:14	gentlemen (1) 22:17	hearing (19) 3:25;6:7,9;11:12; 21:19,21;22:1;25:16; 32:22;42:22;44:2,3,4,5, 10,13,14,18;59:4	hundred (1) 19:23	Indiana (1) 21:1
forty-five (1) 12:10	gig (1) 37:19		hung (1) 44:17	indicate (3) 27:23;36:5;39:2
forward (7) 27:23;34:2;42:1; 47:6;50:18;53:25;54:6	Gillette (1) 27:2	hearings (2) 17:10,11	I	indicated (1) 12:18
foundation (1) 34:8	Girardi (8) 35:24,25;36:6;47:22; 49:13,18,22;52:14	heart (1) 45:9	identified (2) 29:6;48:18	indication (2) 26:7;28:2
four (3) 11:16;13:15,24	given (13) 11:9;27:12;28:8,11; 43:22;44:7,11,12; 46:16;48:17;56:22; 57:5;58:16	helpful (2) 50:24;51:3	imagining (1) 50:12	indiscernible- (1) 44:16
framed (1) 8:19	goal (4) 37:25;38:19;43:19; 55:24	here's (1) 57:13	impacted (3) 27:13;28:7;46:16	individual (1) 43:20
FRANCISCO (1) 3:1	goes (2) 6:7;45:9	himself (1) 7:18	impacts (1) 42:5	individuals (4) 32:16;47:12,15; 50:13
frankly (2) 25:19;44:20	Good (31) 3:11,14;7:9;11:5,15; 13:1;14:19;17:16; 18:14;21:11,14,23; 22:25;23:24;24:1;25:5; 27:8;34:18,20;35:5,7, 10,11,15,19;36:7;38:1; 40:15,19;52:20;55:21	hire (1) 58:5	implicate (2) 36:3;38:13	inferences (3) 49:23,23,25
French (20) 24:8,11,16,17,17,20; 29:22,24;35:17,18,23; 36:1,3,10;37:6,19;50:8, 9,20;58:25	gradient (2) 14:3,8	history (3) 44:20,20;51:23	implicated (1) 37:21	influence (1) 52:8
French's (1) 29:19	great (2) 23:14;55:20	hoc (1) 10:24	implication (1) 14:18	informal (1) 20:18
frustrated (1) 19:15	guess (8) 3:24,25;8:1,5,9,22; 19:17;33:16	hold (1) 6:10	important (7) 18:12;33:8,8;51:14; 53:10;54:12;58:16	information (13) 4:21;19:14;20:7,7; 35:13;42:4;50:18; 54:16;56:6;58:12,14, 17;59:2
full (1) 27:5	guiding (1) 21:11	holding (3) 5:4;6:11;47:13	importantly (1) 17:9	infused (1) 49:20
fully (4) 44:15;53:9;54:15; 57:6		Honor (94) 3:8,11,14;4:3,5,5; 6:3,5,8,11;7:13;8:5,22; 9:21;10:10,13;11:3,11; 17:2,10,11;18:7;21:4,7, 10;22:6,13;23:8,9,16; 24:1,4,9,17,23;25:4,11; 26:13,17;27:6,7,12,14, 16,19,21;28:4;30:18, 19,20;32:4;33:5,6,17, 18;34:14,16,21;35:18; 36:10;39:23;40:2,21; 41:19;43:4,25;44:9,10; 45:15,18,19;47:10; 48:8,13,23;51:11,20; 52:10;53:4,25;54:2,4, 18;55:17,20,22;56:11, 14;57:1,11,18;58:1,21; 59:5,10	imported (1) 49:20	initiate (1) 20:20
function (2) 34:2,2			inappropriate (1) 54:17	injured (2) 52:5,14
Fundamentally (1) 35:19	H		Inc (7) 48:4,16,21,24;54:22; 55:4;58:2	injustices (1) 57:9
funds (1) 36:6	half (1) 9:5		incentive (1) 54:14	in-kind (1) 54:1
further (6) 5:9;9:18;14:11; 39:19;50:17;59:2	hand (2) 24:5,8		incentives (2) 55:12;57:7	innuendo (1) 27:10
future (4) 42:6;58:4,5,8	happen (3) 14:13;19:5;47:23		inclination (1) 32:25	innuendos (1) 52:16
	happened (2) 9:11;38:20		inclined (6) 32:12,18,24;39:7,13; 41:7	innumerable (1) 5:25
G	happening (2) 41:22;44:1		include (1) 59:4	inordinate (2) 47:20;48:17
Gallagher (1) 27:2	happens (2) 32:23;47:4	Honorable (1) 3:5	includes (1) 27:16	inquiry (1) 37:2
gallery (1) 23:16	happy (3) 8:3;9:21,22	Honor's (6) 17:12;28:1,4;31:6; 43:6,23	including (3) 26:18;27:9;54:20	insist (3) 14:25;17:23;29:15
game (2) 20:24;41:12	hard (1) 21:7	hook (1) 4:2	increase (2) 40:23;55:25	install (1) 18:1
Gandhi (1)	hate (1)	hope (4) 28:12;46:2;58:16,16	increasingly (1) 12:22	instead (1) 51:8
			incredible (1) 44:21	instincts (1) 29:17
			incumbent (1)	institution (1)

32:15 integrity (1) 34:23 intend (1) 21:18 intends (1) 27:24 interconnection (1) 32:3 interest (2) 38:14;56:1 interested (1) 32:8 interests (2) 38:18;55:25 interference (1) 14:21 interfering (1) 58:3 interrogatories (1) 27:17 into (9) 3:16;4:18;15:23; 26:2,13;27:11;38:20; 41:16;49:20 investigation (1) 50:12 invite (1) 59:1 invoked (2) 5:11;53:13 involved (7) 31:21;37:21;47:19; 49:21,22;52:12,24 involvement (1) 18:24 involves (1) 31:15 irrelevant (1) 19:18 issue (2) 8:19;18:18 issued (2) 29:11;36:18 issues (10) 16:21;17:13;19:9; 26:23;28:22,24;31:11; 36:8;50:11;54:1 item (1) 46:25 items (1) 46:12	33:24;34:9;35:9;36:16, 16,22;37:4,7,9,12,13, 19,20;38:10,11,13,13; 40:2,9;44:22;45:12; 47:13,16;48:4,16,21, 24;49:12;50:11,14,15; 51:4;52:8,12;53:16; 54:22;55:4,11,19,23, 24;58:2,5,7 Jay (1) 26:21 jeopardy (1) 38:19 joined (1) 24:18 joining (1) 24:4 joint (2) 23:3;30:24 judge (32) 19:12;25:6;26:12,20; 27:2,2,3,3;28:6,9,15; 29:8,8,10,12;30:18; 31:5;38:12;45:5,5,5,6; 51:8;52:11,15,17;53:5, 16,20;55:14,14;59:11 judges (4) 34:9;38:5,5;44:22 judging (1) 38:17 judgment (9) 8:11,13,13,18;9:1,6, 16;20:3;22:24 judicial (3) 56:17;57:8;58:15 June (2) 4:4,5 jurisdiction (1) 46:23 Justice (28) 25:15;26:9,18;28:14, 21;29:2;32:15;33:24; 34:10;36:4;38:8,15; 39:4,7,7,8,12;40:8,15; 41:3,6;49:20;50:10; 51:1;52:6,13;53:8;56:8 justification (1) 57:13	kick (1) 5:2 kicking (1) 3:24 Kim (1) 3:15 kind (5) 17:1,18;25:21;32:17; 38:19 knows (7) 22:4;26:13;33:18; 51:20;56:14,16,17	13:12,12 lets (1) 22:2 letting (1) 3:16 level (3) 6:24;10:12,14 liability (5) 7:1;8:7,15,23;20:3 likely (1) 26:4 likes (2) 19:12;51:25 limit (1) 18:3 line (1) 32:16 list (3) 33:11;47:16,25 listed (1) 54:19 Listen (1) 16:14 listening (2) 23:19;31:9 listens (1) 13:3 listing (1) 47:15 litigants (1) 55:13 litigated (1) 4:19 litigation (2) 31:16,16 little (9) 4:2,16;8:6;18:8; 21:12;33:1,2;38:2; 53:17 lives (1) 56:14 LLP (1) 25:12 log (2) 25:1;59:7 long (7) 4:2,5;13:6;33:2;42:2, 4:47:16 look (12) 12:10,12;31:5;33:18; 34:14,16;45:25;53:22, 24:54;15;56:6;57:10 looked (2) 25:17;54:25 looking (3) 8:23;17:18;53:25 looks (1) 27:16 Los (1) 28:22 lose (2) 8:18;19:3 loss (1)	13:20 lot (9) 3:21;6:19,20;11:4; 13:2;18:2;26:17;34:21; 51:14 lots (4) 27:16;31:17;35:25; 42:19 loves (1) 19:12 low (2) 53:22,23 luck (2) 22:25;56:23
		L	M	
		LA (3) 34:12;49:22;52:2 labels (1) 44:17 Labor (1) 4:1 lack (1) 25:18 lamented (1) 52:13 land (1) 42:20 landscape (1) 14:8 language (1) 48:22 larger (2) 6:13;43:22 last (7) 3:17,18;44:2;45:18; 47:10,11;56:11 late (2) 3:25;4:25 later (4) 5:3;33:1,8;44:13 law (1) 15:20 lawn (1) 18:15 lawyer (4) 7:11;10:17;29:20; 38:12 lawyers (2) 9:5;43:16 least (12) 14:18;19:8;20:6; 27:11;28:6;29:1,7,20; 38:25;39:1;45:13;47:5 leave (5) 39:15;45:16;50:4,24; 51:6 legislature (1) 38:16 length (1) 43:22 less (2) 53:11;58:6 lest (2)	machine (1) 25:7 mad (1) 21:12 magnitude (1) 6:12 Mai (1) 24:18 mail (1) 33:21 maintain (1) 12:19 maintains (1) 10:23 Majesti (1) 24:18 major (2) 34:13;35:24 makes (1) 42:12 making (2) 34:23;36:14 many (4) 10:16,17;49:19;53:2 marks (1) 48:15 matter (21) 3:7;4:14,23,23;5:11, 14;15:20,23;17:1,23; 19:14,20;23:15,23; 24:7;32:9;33:3;39:18; 49:22;54:11;57:20 matters (3) 21:24;26:15;58:13 Matthew (3) 24:8,11,17 may (25) 4:2;6:7;14:23,24; 15:8,11;18:2,5;20:12; 23:19,20;27:25;29:2; 30:20;34:8;37:12;38:8; 41:7;46:6,7;47:5; 55:25;58:11,11,19 maybe (14) 8:18,18;12:11,11,23; 15:3,3;16:21,21,22,22;	

18:23;29:17;42:6 mean (17) 7:7;11:4,6;16:12,17; 30:4;36:25;37:2,8,10, 15,20;38:10,11;48:6, 11;55:2 meaning (1) 27:23 means (1) 53:15 meantime (2) 20:5;21:2 mechanism (1) 31:3 mediate (4) 5:16;8:3;10:4;12:25 mediation (17) 4:7,18;10:2,12,14, 18;11:4,5;12:19;13:10; 14:19;16:9,14;20:13; 22:19;48:2,13 mediations (1) 26:22 mediator (7) 10:7;11:8;12:8; 26:21,22;48:6,7 mediators (5) 10:19,21;20:15; 37:16;48:4 meet (1) 17:17 member (2) 26:20;37:10 mention (1) 29:7 mentioned (2) 27:25;28:7 mentions (4) 26:17,19,20,25 merits (2) 46:23;55:15 messenger (1) 34:5 microphone (1) 24:25 might (23) 7:23;10:8;12:22; 15:2;20:25;22:22;26:1; 29:21;31:20;32:21,22, 22;34:1;37:21;39:6,6, 14;51:3,10,11;53:22; 58:3;59:1 million (5) 11:17,23;16:16; 19:22;57:11 mind (3) 29:14;36:6,12 minimum (1) 29:1 minor (1) 43:24 minute (2) 3:17;57:14	misappropriated (1) 36:6 mischievous (1) 37:21 miscommunication (1) 14:23 misconduct (1) 49:16 misquotes (1) 52:2 misstatements (1) 52:16 modification (2) 46:1,8 modified (1) 45:21 Molton (49) 24:4,13,14,21,24; 25:4,5,6,11,11;26:6,12; 28:15,20;29:10;30:12, 18,23;31:5,13,14,25; 32:3,6,13,25;33:7; 36:21;37:1,3;38:6,24; 39:12,18;42:25;43:2; 44:6,19;45:6;50:22; 51:8,13,20;54:6,18; 56:17;58:19,21,24 Molton's (2) 47:1;54:8 moment (2) 15:12;29:24 money (5) 16:2;35:1,2,4;56:13 Montali (1) 3:6 month (3) 14:11;19:13;22:4 more (17) 5:19;8:6,16;9:19,22; 17:8;19:13,16,17;20:8; 25:15;30:14;38:20; 42:10;45:17;51:25; 53:15 Morning (8) 3:9,11,14;5:7;23:24; 24:1;25:5;35:18 Morris (1) 3:12 most (2) 9:5;26:14 motion (40) 8:10,18;9:1;19:17, 21;20:2;22:21,23,24; 24:19;25:14,15,18,18, 20;26:1,5,11,14;27:25; 29:15;30:1,15,24; 32:19;34:2,17;36:11; 41:25;42:14;44:18,21, 22,25;45:12,13;46:21; 48:18;50:11;54:11 motions (5) 9:5,6;41:23,24;42:15 mouth (1)	40:8 move (1) 30:14 moving (3) 6:18;31:10;42:20 much (8) 4:21;14:6;19:20; 23:7,21;24:21;25:19; 45:12 multifaceted (2) 52:4,13 Must (2) 14:13;43:14 muting (1) 24:25 myself (1) 42:8 N name (6) 24:10;29:19,20; 44:25;52:6,7 named (3) 40:13;44:23;45:7 names (2) 26:17;50:10 narrow (1) 36:11 nature (4) 5:8;15:4,18;30:9 near (1) 6:1 necessarily (1) 50:12 necessary (3) 36:11;43:1;50:18 need (17) 4:3,19;5:3,15,22; 13:14;14:15;18:14; 21:19;26:3;31:9;38:19; 46:9,20;50:16;54:10, 16 needed (1) 4:9 needs (2) 4:18;14:25 negotiated (2) 45:23;46:5 neither (1) 36:4 neutral (6) 52:25;55:11;56:4; 58:3,10,17 neutrals (5) 52:25;53:2,17;58:2, 17 nevertheless (1) 30:2 new (4) 4:5;12:8;20:23;35:3 Newsom (1) 29:12	Newsome (2) 26:20;45:5 newspaper (3) 27:10;34:8;52:1 next (15) 3:20;5:20;18:24; 20:24;21:1,21;22:9; 23:15;32:20,21;37:2,4; 38:6;47:2,3 Nice (1) 3:9 noncomplex (2) 52:23;53:1 none (3) 6:13;42:4;56:7 nonfire (1) 31:19 Nope (1) 24:15 normal (1) 30:3 note (4) 27:21;46:24;48:1; 53:10 noted (3) 47:9;50:5;58:18 notice (9) 27:12,19;32:8,18,22; 33:21;36:12,13,17 noticed (3) 29:3;31:2;33:11 notices (2) 53:8,14 notion (1) 38:1 Notre (2) 21:1,3 November (7) 22:10,11,12,13,14, 17;23:2 nowhere (1) 6:1 number (9) 26:25;46:13;51:24; 52:17,18;53:10,22,24; 54:19 O objection (8) 4:24;5:3;8:14;11:10, 13;15:23;17:6;23:1 objections (1) 6:1 Obviously (1) 29:21 occasion (1) 49:19 occurred (1) 51:17 o'clock (1) 23:2 October (5)	22:8;30:20;32:14,23; 39:18 off (6) 25:6;42:4,17;51:8; 59:7,7 officer (7) 27:4;30:21;52:21,21, 22;54:20;55:10 old (1) 43:12 Oliner (42) 3:9,11,11,19,21; 5:18;7:2,18;8:15;9:19; 10:20,22;11:11,13; 12:4,12,17;13:9,10,11, 25;15:11;16:4,13,19; 17:17,20;19:4,15,23; 20:19,21,23;21:3,5,10, 25;22:12,13;23:7,10,12 Oliner's (2) 7:8;18:24 Olinger (1) 9:24 once (1) 51:22 one (35) 8:4;9:8;10:7;13:13, 18,19,20;15:20;19:13; 20:15;22:9;26:3;27:6; 28:15;29:7,14,20,21; 36:23;37:11;39:23; 40:10,12;42:12;43:15, 25;45:6,17;47:11,20; 49:8;51:24;54:22;57:3; 58:10 ones (1) 10:19 one's (2) 7:25,25 only (9) 18:20;22:7;27:18; 32:2;37:11;39:8,9; 48:14;57:12 onto (1) 25:7 oOo- (1) 3:3 open (1) 39:15 opening (4) 28:16;43:12,17; 58:15 operating (1) 35:10 opinion (2) 45:12;51:21 opportunity (12) 27:12,20;28:8,12; 42:11,13;43:1,3;44:3,7, 11;46:16 oppose (2) 8:17;29:18 opposed (1)
--	--	--	---	---

6:22 opposing (1) 26:11 order (22) 3:4;4:9;6:12;28:4; 29:11;31:6;32:22; 39:15;25:41;18;44:6; 45:21;24;46:6,8,13,15, 15,16,18;51:1;53:20 ordinary (1) 49:2 Oregon (1) 20:24 original (4) 29:25;30:1;33:13,16 others (3) 10:16;32:23;40:19 otherwise (2) 20:16;27:24 ought (1) 38:17 out (30) 3:23;25;4:1;5:2,19, 22;7:18;9:22;11:11; 14:9;17:13;21:23;22:4; 25:1,21;26:4;31:2; 34:25;35:2;38:4;40:20; 42:5;43:17;45:4,25; 46:4,9;48:6;49:2,13 outcomes (1) 52:9 outside (1) 34:19 over (11) 4:7;10:18;14:17; 17:19;18:5,8,8;19:13; 20:21;34:25;57:24 overlap (1) 19:8 owes (1) 16:2 own (5) 7:3;13:20;20:9;40:8; 44:9	53:1,2;54:21 panelists (1) 27:1 paper (3) 8:8;43:18;52:10 papers (2) 27:14;51:16 Parada (5) 22:3;24:2,6,22;59:6 parameters (1) 36:18 part (1) 21:23 particular (1) 58:10 parties (12) 10:4;26:9;32:8,18; 33:25;35:1;39:21; 40:25;42:9,20;44:14; 45:2 party (1) 31:18 past (7) 8:4,5;9:11;10:18; 35:8;37:12;46:14 path (1) 56:9 pattern (10) 33:24;34:3,7,11,20; 35:2,20,22;36:2,25 patterns (2) 48:18;56:2 Pause (1) 25:3 pay (1) 16:17 pending (1) 49:1 people (23) 9:7;10:4;25:22;26:9, 25;27:18;29:6;32:15; 35:25;36:19;41:14; 44:23;45:1,6;46:15; 49:19;50:14;52:5,14; 54:21;55:22;56:24; 57:7 peoples (1) 47:16 per (1) 14:18 perceived (1) 57:9 percent (7) 19:23;53:7,11,12,13, 13,13 perhaps (15) 8:17;12:8;17:17; 30:14;36:11,19;37:16; 38:8;41:12,20;42:2,3, 18;47:3;49:17 period (1) 30:17 persists (1)	16:3 person (6) 29:7,13;38:12;40:10, 12;55:18 personal (2) 18:23;49:18 personally (3) 29:2;37:14;39:4 person's (1) 24:10 perspective (3) 6:6,15,15 persuasion (1) 6:17 pertain (1) 19:1 petition (1) 58:18 PG&E (24) 3:7;4:12;5:12;6:2; 13:7;14:9,15,24;15:9, 19;16:2;17:6,22;18:1, 2,13,13;19:8;20:2,4,14; 22:3;30:24;31:8 PG&E-approved (1) 4:10 PG&E's (7) 6:15;12:20;13:17,19; 14:7,13;20:11 philosophically (1) 6:22 phrase (1) 17:15 Pichon (1) 27:3 pick (2) 10:5;49:12 picture (1) 50:3 Piedmont (1) 4:8 pin (1) 9:17 place (2) 46:19,19 plaintiffs (1) 31:17 plan (3) 4:10;14:3;42:17 playing (1) 6:24 pleading (3) 5:17;52:3;53:5 pleadings (2) 28:1,11 please (4) 3:10;23:24,25;24:14 pleasure (4) 3:20,22;6:4;17:12 plenty (1) 22:15 pocket (1) 56:13	pockets (1) 56:16 point (36) 7:9;8:19;11:14; 15:13;16:12;18:18; 21:22;26:13;33:23; 36:17;38:21;39:15,19; 41:2,5,9,15,16,16,19; 42:23;43:5,23;45:17, 17,19;46:10;47:1,6,10, 11;50:25;51:7;54:18; 56:12;59:1 points (5) 16:4;39:25;41:17; 43:24;48:25 polite (1) 4:11 pool (2) 15:16;18:2 position (7) 4:9,21;12:20;47:8; 50:9,23;56:4 positions (1) 7:18 possible (2) 7:3;42:4 post- (1) 11:20 post-agreement (1) 16:7 post-confirmation (1) 46:22 practical (2) 13:8,22 practice (1) 30:7 practicing (1) 33:18 practitioner (1) 7:8 precede (2) 28:23;53:23 preceded (2) 26:15,23 precluding (1) 46:6 preliminary (9) 25:16;44:2,2,4,5,10, 13,14,18 premature (2) 9:24;47:7 prepare (1) 7:1 prepared (7) 5:25;10:11;16:17; 27:23;38:21;41:6; 49:11 presence (1) 7:8 present (3) 6:21;26:19;28:23 preserved (2) 47:8,8	presiding (1) 3:6 press (1) 35:13 previously (2) 12:18;30:6 principal (1) 10:17 prior (14) 7:24;10:1;25:15; 27:22;37:6;39:9,9; 41:13,14;45:13;46:5; 47:18;51:3;54:11 private (1) 38:17 pro (1) 42:7 prob (1) 55:15 probably (4) 12:4;22:4;36:22,23 problem (1) 36:13 Procedurally (2) 9:18;32:16 procedure (6) 12:9;22:19;25:21; 27:5;44:24;45:8 procedures (2) 33:10,19 proceed (6) 4:10;11:14;21:14,18; 23:23;27:8 proceeding (2) 9:3;38:19 proceedings (1) 59:12 process (8) 13:6;20:13,17;30:3; 42:19;56:13;57:8,8 processed (1) 30:8 processor (1) 37:9 productively (1) 21:24 professional (2) 4:11;5:3 professionalism (1) 23:13 progress (2) 12:11;22:25 prohibit (1) 18:3 prolix (1) 43:11 prominent (1) 58:6 promise (1) 47:11 prompted (1) 6:9 proof (10)
P				
pad (1) 46:24 page (2) 22:16;52:3 pages (1) 3:22 paid (3) 7:17;9:10;10:21 paint (3) 49:10,11,11 painted (1) 50:4 painting (1) 50:3 panel (7) 10:3,5;20:15;52:23;	peoples (1) 47:16 per (1) 14:18 perceived (1) 57:9 percent (7) 19:23;53:7,11,12,13, 13,13 perhaps (15) 8:17;12:8;17:17; 30:14;36:11,19;37:16; 38:8;41:12,20;42:2,3, 18;47:3;49:17 period (1) 30:17 persists (1)	16:3 person (6) 29:7,13;38:12;40:10, 12;55:18 personal (2) 18:23;49:18 personally (3) 29:2;37:14;39:4 person's (1) 24:10 perspective (3) 6:6,15,15 persuasion (1) 6:17 pertain (1) 19:1 petition (1) 58:18 PG&E (24) 3:7;4:12;5:12;6:2; 13:7;14:9,15,24;15:9, 19;16:2;17:6,22;18:1, 2,13,13;19:8;20:2,4,14; 22:3;30:24;31:8 PG&E-approved (1) 4:10 PG&E's (7) 6:15;12:20;13:17,19; 14:7,13;20:11 philosophically (1) 6:22 phrase (1) 17:15 Pichon (1) 27:3 pick (2) 10:5;49:12 picture (1) 50:3 Piedmont (1) 4:8 pin (1) 9:17 place (2) 46:19,19 plaintiffs (1) 31:17 plan (3) 4:10;14:3;42:17 playing (1) 6:24 pleading (3) 5:17;52:3;53:5 pleadings (2) 28:1,11 please (4) 3:10;23:24,25;24:14 pleasure (4) 3:20,22;6:4;17:12 plenty (1) 22:15 pocket (1) 56:13	pockets (1) 56:16 point (36) 7:9;8:19;11:14; 15:13;16:12;18:18; 21:22;26:13;33:23; 36:17;38:21;39:15,19; 41:2,5,9,15,16,16,19; 42:23;43:5,23;45:17, 17,19;46:10;47:1,6,10, 11;50:25;51:7;54:18; 56:12;59:1 points (5) 16:4;39:25;41:17; 43:24;48:25 polite (1) 4:11 pool (2) 15:16;18:2 position (7) 4:9,21;12:20;47:8; 50:9,23;56:4 positions (1) 7:18 possible (2) 7:3;42:4 post- (1) 11:20 post-agreement (1) 16:7 post-confirmation (1) 46:22 practical (2) 13:8,22 practice (1) 30:7 practicing (1) 33:18 practitioner (1) 7:8 precede (2) 28:23;53:23 preceded (2) 26:15,23 precluding (1) 46:6 preliminary (9) 25:16;44:2,2,4,5,10, 13,14,18 premature (2) 9:24;47:7 prepare (1) 7:1 prepared (7) 5:25;10:11;16:17; 27:23;38:21;41:6; 49:11 presence (1) 7:8 present (3) 6:21;26:19;28:23 preserved (2) 47:8,8	presiding (1) 3:6 press (1) 35:13 previously (2) 12:18;30:6 principal (1) 10:17 prior (14) 7:24;10:1;25:15; 27:22;37:6;39:9,9; 41:13,14;45:13;46:5; 47:18;51:3;54:11 private (1) 38:17 pro (1) 42:7 prob (1) 55:15 probably (4) 12:4;22:4;36:22,23 problem (1) 36:13 Procedurally (2) 9:18;32:16 procedure (6) 12:9;22:19;25:21; 27:5;44:24;45:8 procedures (2) 33:10,19 proceed (6) 4:10;11:14;21:14,18; 23:23;27:8 proceeding (2) 9:3;38:19 proceedings (1) 59:12 process (8) 13:6;20:13,17;30:3; 42:19;56:13;57:8,8 processed (1) 30:8 processor (1) 37:9 productively (1) 21:24 professional (2) 4:11;5:3 professionalism (1) 23:13 progress (2) 12:11;22:25 prohibit (1) 18:3 prolix (1) 43:11 prominent (1) 58:6 promise (1) 47:11 prompted (1) 6:9 proof (10)

6:18;8:12;15:1,5; 18:6,22;19:18,24,25; 51:15 proofs (1) 15:21 proper (5) 8:14;32:8;45:10; 46:20;56:5 property (16) 4:8,9,13;5:13;6:14; 13:21;14:12,15,24; 15:15;17:22;18:9,25; 19:5;20:10,10 proponents (1) 46:15 proposal (1) 30:16 proposed (1) 27:16 proposing (1) 31:23 prosecute (1) 12:23 protect (1) 38:14 protections (1) 45:23 protective (6) 45:21,24;46:5,13,18; 53:20 proud (1) 53:4 provable (1) 15:9 prove (8) 6:25;11:21;12:13,14; 13:16;16:2,24;18:21 proved (1) 56:18 proven (1) 9:15 proves (1) 13:17 provide (8) 12:5;17:23;20:12; 33:21;40:5;42:10; 47:24;56:6 provided (7) 12:20;17:6,7;42:1; 48:9;56:17;57:12 provides (1) 59:3 providing (5) 33:22;34:22;35:9,13; 47:18 prudent (2) 35:6;56:9 purpose (1) 47:18 purposes (1) 16:8 push (3) 3:23;4:1;42:3	pushing (1) 53:9 put (17) 5:22;9:22;11:24; 12:3;15:16;17:3;19:13; 24;20:21;41:20;42:1,7; 45:4;52:1;53:5;54:6; 56:13 puts (1) 42:8 putting (2) 13:12;34:2 Q questionnaires (1) 53:6 quickly (3) 30:14;41:24;42:24 quit (1) 23:11 quite (3) 9:20;10:13;25:19 quote (2) 52:10,10 quoted (2) 41:4;51:1 R raised (2) 24:5,8 raises (1) 46:22 raising (1) 38:22 random (1) 52:25 rapport (1) 21:12 rather (1) 33:7 read (5) 3:17;5:5,7;34:18; 52:22 reader (1) 5:6 reading (2) 26:14;28:1 reads (1) 51:25 ready (2) 16:16;30:18 real (1) 37:15 realize (1) 25:25 really (5) 5:7;6:13;45:22; 47:24;58:15 reasonable (2) 7:3;35:15 reasonably (1)	30:16 reasons (2) 20:4;27:9 rebuild (2) 15:15;56:13 recall (1) 30:20 receive (1) 12:20 received (3) 3:25;6:12;14:12 receiving (2) 3:22;4:17 recently (1) 41:22 recognize (1) 29:19 record (5) 17:5;20:3;25:10; 28:4;41:5 redacted (7) 47:25;48:2,14,22; 49:7,8;54:14 redacts (1) 48:6 refer (1) 46:23 referred (2) 26:23;52:5 referring (2) 48:5;53:21 refers (2) 53:2,3 regarding (2) 41:22;52:7 regime (1) 27:4 rehire (1) 58:7 reiterate (2) 51:13;53:25 reiterated (1) 33:7 related (3) 10:23;31:11;36:15 relationship (6) 15:4,18;36:15;37:13; 38:13;55:19 relationships (4) 37:6;50:14,15,20 relevance (1) 18:20 relevant (3) 20:7;21:16;56:5 reliant (2) 34:19;35:13 relief (3) 46:20;47:3,5 relying (1) 48:20 remain (2) 18:14,14 remark (1)	28:16 remarks (2) 26:12;27:11 remedies (2) 46:6;57:3 remember (1) 46:12 remind (1) 19:10 reorganized (1) 3:15 repay (1) 23:11 repeatedly (1) 14:1 reply (5) 32:21;43:14,16;57:5; 59:1 report (4) 17:7,7;34:8;50:13 reported (2) 34:12;35:20 reporting (3) 34:12,19;54:10 represent (3) 27:18,18;40:25 representatives (2) 40:2;49:16 represented (1) 39:11 request (6) 4:1;5:1;27:13,15,15; 52:4 requested (3) 4:7,12;47:3 requests (4) 27:17;28:8;30:8; 31:22 require (2) 19:17;41:8 required (2) 20:1;23:5 requires (1) 14:9 research (1) 46:9 resolution (4) 19:21;20:13;22:18, 18 resolve (3) 4:6;10:5;21:16 resolved (1) 53:14 resolving (2) 13:5;20:8 respect (3) 28:24;31:10;53:20 respond (22) 11:13;27:24;29:16, 17:30;16;32:14,25; 33:4;38:9;39:5,8;41:6; 42:9,13,18,21;43:1; 44:19;45:7,8;54:1,5	respondent (3) 29:3,14;30:2 respondents (4) 25:20;26:1,4;29:21 responding (2) 29:18;54:1 response (21) 3:19;25:17;29:1,16; 30:14;32:7,9,19;33:1; 38:6,25;39:2,3,13,17, 21;42:8,15,22;51:9; 52:19 rest (1) 59:8 result (2) 7:9;52:25 retained (1) 4:4 retention (2) 48:11,12 reticence (1) 12:24 retire (1) 23:16 retired (7) 27:2,2,3;38:5,12; 55:14,14 return (3) 8:21,21;55:25 reveal (1) 46:4 reveals (1) 46:3 review (4) 47:2;56:17;57:8; 58:15 reviewed (2) 49:5,7 reviews (1) 52:22 revisit (1) 56:21 revisiting (1) 7:19 right (21) 5:2;7:20,21,25;11:2, 3,5;14:24;15:11;16:25; 17:1,16;23:24;24:13; 25:1;28:9,19;30:22; 42:18,22;51:19 rights (1) 19:2 rocket (1) 16:6 role (8) 10:17;29:12;30:9,10; 34:22;47:20;48:17; 50:23 roles (1) 47:14 roll (1) 29:23 Ron (1)
--	---	--	--	--

3:11 room (1) 31:9 rounds (1) 7:25 route (1) 11:6 Rudnick (1) 25:11 Rule (6) 8:9,10;13:23;30:3,4; 45:10 rules (9) 5:11,13,13;18:3; 19:1,25;42:13;45:4,8 ruling (4) 7:14,15;8:1;9:14 rulings (1) 7:24 run (1) 43:17 Rupp (44) 3:13,14,14,16;4:4,11, 16;6:4,5;7:13;8:5,22, 25;9:17,21;10:10,13; 11:1,3,10,15;13:12; 14:4,14;16:20;17:2; 18:7;19:11;21:4,6,7,11, 15;22:4,6,15,21;23:6,9, 11,15,16,19,22 Rupp's (5) 4:21;5:14,23;14:18; 16:16	scheduling (3) 11:11;22:19,19 science (1) 16:6 scope (2) 7:2;25:19 scream (1) 31:2 se (1) 42:7 seal (1) 42:16 sealing (1) 42:24 second (4) 18:16;41:17,19; 54:18 Secondly (1) 49:10 secret (1) 42:16 section (3) 48:10,13,14 security (4) 34:22,25;35:6,9 seem (2) 10:6;25:8 seemed (1) 6:13 seems (8) 6:18;7:8,22;14:22; 16:20;18:20;29:5;42:2 selected (1) 49:21 sense (3) 13:22;45:2,2 sent (2) 4:16;57:19 separate (2) 19:9;32:9 separating (1) 16:23 SEPTEMBER (2) 3:1;5:1 serve (4) 33:12,12;38:4;45:3 served (3) 29:16;33:14,15 service (3) 33:11,13,16 servient (2) 15:19;19:1 session (1) 3:5 set (6) 5:25;8:1;19:21; 22:20;25:16;36:18 sets (1) 51:22 setting (1) 9:23 settle (1) 6:16	settled (6) 6:17;9:9;13:15,23, 24;57:11 settlement (10) 7:16;9:14;11:21; 16:3;30:23;31:7,11,15, 21;57:9 sexy (1) 14:17 shape (1) 5:24 share (1) 7:6 shareholder (7) 40:8,13,16,17;41:4; 51:2;55:24 shareholders (6) 40:3,21,22,23;55:22; 56:7 sharing (1) 38:1 shifted (1) 5:8 short (1) 30:16 shot (1) 13:4 show (3) 7:22;8:3,17 shows (1) 58:17 side (4) 7:11;8:3;12:12; 22:21 sideshow (1) 14:11 silly (1) 12:2 similarly (1) 35:7 simple (2) 34:15;54:21 simply (4) 25:21;32:23;44:19; 49:13 single (3) 19:12;51:16;54:22 sins (1) 49:12 sitting (1) 54:21 situation (1) 16:2 SJ (1) 13:5 Skikos (2) 26:20;47:19 skis (1) 18:8 solve (1) 14:20 solved (1) 4:18	somebody (3) 34:25;37:8;46:19 somehow (2) 49:15,20 someone (3) 10:5;23:15;29:17 sometime (2) 22:10;37:12 somewhere (1) 41:5 sooner (1) 33:7 sorry (5) 10:13;11:18;24:10; 25:6;48:12 sort (4) 23:3;24:25;36:14,18 sorts (1) 46:22 sound (1) 17:5 South (1) 20:25 speak (2) 28:14;29:24 speaking (1) 51:8 specific (1) 8:23 specifically (2) 25:15;56:8 speculate (1) 47:7 spring (1) 6:21 squawked (1) 56:24 staff (1) 59:8 stand (2) 33:20;39:19 start (2) 7:22;45:4 starting (1) 36:17 state (11) 3:10;8:13;9:3,4; 17:6;23:24;24:13;25:9; 31:16;44:14;47:12 stated (7) 29:22;33:6;44:3,6; 46:2;54:12;56:8 statement (1) 51:21 status (1) 23:4 stay (1) 49:8 staying (1) 23:14 steamroll (1) 13:7 step (3)	36:14;37:2;47:4 steps (3) 35:6;38:2;50:5 stick (1) 58:23 still (8) 4:22;11:1;21:20; 24:15;30:13;31:1;38:1; 40:8 story (1) 58:11 strange (1) 13:14 struck (1) 13:13 structures (1) 54:14 studies (1) 16:7 stuff (3) 12:24;19:18;21:16 subject (2) 30:24;46:17 subjected (1) 56:12 submitted (3) 39:19;51:16;53:6 success (1) 11:4 successful (2) 10:25;16:18 suddenly (1) 14:15 suffered (2) 13:16;15:10 sufficient (2) 35:21;36:7 suggest (2) 15:12;30:19 suggested (3) 12:19;32:7;54:2 suggests (1) 53:22 summary (8) 8:11,13,13,18;9:6, 16;20:2;22:24 summation (1) 5:22 Sunday (1) 14:14 supplemental (1) 5:19 support (2) 11:2;12:8 suppose (2) 55:8,10 Supreme (1) 38:16 sure (16) 11:5;13:4,22;17:20; 18:9;19:3;24:17;29:23; 33:9;34:23;36:7;41:19; 43:25;44:8;45:19,24
S				
sad (1) 5:16 safe (1) 18:11 same (10) 12:9;19:6;22:16; 25:21;36:8;39:13; 43:16;55:7;57:25;58:1 SAN (1) 3:1 Saturday (1) 21:1 save (2) 51:9;57:4 saw (2) 29:19;30:3 saying (7) 8:6;29:18,25;41:4; 43:12;51:1;56:5 say-so (1) 49:11 scandal (1) 34:13 scene (1) 12:9 schedule (3) 22:2,20;58:23				

surprised (1) 28:25	thoroughly (1) 38:20	Trotter (23) 25:16;26:9,19;28:14, 21;29:2;32:15;33:24; 34:10;36:4;38:8;39:4, 7,7,8,12;40:15;41:3,6; 49:21;51:1;53:8;56:8	53:11,12	used (4) 37:9;45:25;52:1; 55:18
swimming (1) 18:1	though (3) 13:11;18:19;36:12		U	useful (2) 12:23;32:6
syllable (1) 36:23	thought (3) 29:20;50:10,13	Trotter's (2) 40:8;50:10	Ultimately (1) 17:2	using (3) 17:15;32:6;45:10
system (1) 57:15	three (2) 39:25;41:17	trouble (1) 8:2	unaware (1) 42:7	
T	threw (1) 18:22	troubling (1) 17:14	uncertainties (1) 29:14	V
taint (2) 49:11,12	throughout (1) 4:11	true (3) 18:17;40:6;42:19	under (10) 9:4;11:23;12:9,15; 18:2;19:2,22;27:4; 33:3;44:24	vacated (1) 47:6
tainted (1) 49:16	thumbs (1) 25:8	Trust (33) 25:12,16;26:15,16, 24:27;23,24;28:18,23; 29:5;30:24;32:13; 34:23,23;35:9;36:14, 15,16,22;37:3,7;38:18; 39:9;49:15;50:13; 51:17,18,22;52:13,18; 53:23;54:13;57:5	undermine (1) 11:2	value (1) 13:21
talk (1) 59:8	Times (4) 28:22;34:12;49:22; 52:2	Trustee (36) 24:3;25:12,23;26:18, 19;28:17;29:4;31:16, 17:32;13,14;34:22; 35:8;36:5;37:11;38:9; 39:4,9,9,10,10,11,18; 41:13,13,14,24;42:3,8, 25;45:14,21;51:6;53:9; 56:2;59:3	undermined (1) 52:8	various (1) 27:8
talking (2) 18:4;21:21	title (1) 48:14	trustee's (2) 32:19;42:16	underpinning (1) 9:14	vendors (1) 14:13
team (1) 21:5	to-be-set-next (1) 21:19	trusts (1) 36:5	understood (5) 33:10;34:14;43:19, 22;58:9	verbose (1) 43:10
technical (1) 45:2	TOC (1) 26:20	trust's (1) 50:23	undeserved (1) 21:8	versus (1) 15:8
technically (1) 8:9	today (12) 9:19,23;11:12;21:8; 23:7;24:3,7;28:3,14; 31:6;46:22,25	try (9) 5:25;10:2,5;13:7; 14:20;21:16;22:16; 40:23;47:25	unequal (1) 57:15	via (2) 33:14,21
ten (1) 16:15	together (1) 10:5	trying (8) 6:16;9:12;14:6; 15:22;19:3;22:25; 38:14;41:20	Unfortunately (2) 47:15,22	Victim (10) 25:12,12;28:17,18; 30:24;39:17;49:15; 51:6;52:12;56:12
tenacious (2) 7:7;13:3	told (2) 29:17;57:21	TUESDAY (1) 3:1	UNISON (1) 59:5	victimization (2) 52:5,14
tenants' (1) 19:2	tomorrow (1) 14:13	turn (6) 4:7;14:17;20:2;26:2; 41:16;59:7	unjustly (1) 57:11	victims (8) 33:9;38:18;40:25; 42:9;54:12;56:1,16; 57:8
tenement (1) 15:19	took (1) 45:9	turned (2) 17:19;34:25	unless (3) 7:18;36:24;47:6	victims' (1) 56:15
tenements (1) 15:19	tossed (1) 11:16	turns (1) 40:20	unlike (1) 29:25	view (3) 7:9;17:22;28:6
tennis (1) 15:16	towel (1) 18:22	twenty-five (1) 48:25	unprecedented (1) 44:24	viewed (1) 17:10
term (2) 17:16;25:19	tower (1) 15:3	two (14) 5:1,19,20;7:18; 15:19;19:9;20:22,24; 21:23;22:2;36:5;43:24; 52:17,18	unredacted (1) 49:5	Viggo (1) 27:3
terminated (2) 11:18,19	towers (2) 18:12,14	two-thirds (2)	unrelated (1) 34:13	voluntarily (1) 12:2
termination (1) 7:15	town (2) 5:20;21:23		unsuccessful (1) 10:2	volunteer (1) 36:24
terms (2) 36:12;53:18	track (2) 31:1;41:21		unusual (1) 45:8	
terrific (2) 21:10;22:15	tracked (1) 41:25		unworkable (1) 20:19	W
theory (4) 6:25;8:7,23,25	traditional (2) 9:3;19:25		up (13) 5:18;6:6;9:6;12:7; 16:2;18:1;25:8;37:1; 43:25;44:17;46:10; 53:10;58:15	wait (5) 25:2;48:5;57:14; 58:24;59:2
therefore (10) 9:10;37:20;38:10; 41:13,14;43:14,14; 55:11,19;56:25	treat (1) 5:13		upon (4) 17:23;34:19;41:25; 50:17	wants (12) 6:25;9:19;16:24; 17:21;18:9;19:5,18; 20:9,14;22:22;36:24; 49:22
there'll (2) 12:11;19:14	treated (2) 6:2;9:6		upright (1) 18:14	warned (1) 14:1
third-party (1) 10:19	trial (5) 9:23;12:3,13;17:3; 22:20		upset (1) 42:15	watch (1) 21:1
thirty (1) 12:10	tried (5) 4:6,17;5:25;6:20; 45:11		urgent (3) 5:1;14:12,15	way (12) 5:24;6:2;8:5;11:11;
Thomas (1) 3:14	Trot (1) 41:3			
thorough (1) 43:13				

14:20;16:22;18:2; 20:15;21:17;34:21; 45:11,14 ways (2) 34:21;35:10 week (1) 4:25 weeks (7) 5:1,19,20;20:22,24; 21:23;38:6 weigh (1) 42:10 well-intentioned (1) 52:8 weren't (1) 28:10 whatnot (1) 27:10 What's (23) 3:19,19;6:4;7:12; 11:6;13:25;14:3,9,16; 16:5;18:11;22:3,9; 24:10;37:2,4;41:17,22; 44:1;48:15;55:15,15; 56:25 Whereupon (1) 59:12 whole (6) 6:19,20;10:3;30:6,7; 48:13 wholly (2) 18:5;32:10 whomever (1) 33:21 who's (4) 40:13,17,19;48:2 willing (6) 10:2,16;11:2;16:10; 19:16;20:11 willingness (1) 12:18 win (1) 8:19 wins (1) 20:4 wish (5) 22:24;23:20;24:16; 33:4;35:17 wished (1) 45:11 withdrew (1) 18:22 within (10) 30:16;40:25;44:6; 45:22;47:14,25;48:17, 18,25;56:1 without (4) 14:2,9;17:3;53:14 won (1) 7:25 wonder (1) 10:7 word (2)	49:7,12 words (3) 9:1;15:2;17:25 work (9) 5:20;17:8,12;25:8; 37:9,12;53:5;55:11; 58:5 worked (1) 12:9 working (1) 55:23 workload (1) 43:21 world (2) 35:25;38:17 writing (1) 12:18 written (2) 33:21;39:2 wrong (4) 7:12;15:12;51:17; 55:15 wrongdoing (1) 52:18 wronged (1) 42:23 Y Yanni (11) 25:13;26:7,19;28:17; 29:4;34:10;37:12;39:1; 47:19;51:3;53:9 year (3) 7:16;51:22,23 year-end (1) 53:10 years (3) 10:19;13:15,24 York (1) 20:23 1 10 (1) 23:2 10,000 (1) 16:17 100,000 (3) 6:10;7:21;11:22 10th (1) 6:7 11:29 (1) 59:12 11th (2) 22:6,14 12766 (1) 52:3 12b (1) 8:9 12b6 (4) 9:2,4,5;22:23 13 (1)	3:1 13,000 (1) 46:12 13.5 (1) 35:4 155 (1) 53:16 15th (1) 22:11 1st (1) 5:1 2 2 (4) 22:13,14;51:24;52:3 2004 (6) 30:3,4,8;37:24; 44:25;45:10 2022 (1) 3:1 20-whatever-it-was (1) 9:9 2nd (3) 22:11,17;23:2 3 30th (1) 22:11 36,000 (3) 53:6,7,11 39 (1) 52:3 3rd (4) 30:20;32:14,23; 39:18 5 5 (1) 11:22 50,000 (1) 9:10 500,000 (1) 57:12 56 (1) 8:10 6 67 (1) 53:13 8 8662 (3) 45:22;46:13,24 9 900,000 (1) 7:21	9014 (1) 5:13 99.33 (1) 53:13	
---	---	---	--	--